

DECLASSIFIED
Authority 785107

9TH DIVISION NATIONAL GUARD CAMP
(CAMP SEVIER)

OFFICE OF
CONSTRUCTING QUARTERMASTER

GREENVILLE, S. C., Oct. 20, 1917

No.

From: Constructing Quartermaster, Camp Sevier, Greenville, S.C.

To: General I. W. Littell, Cantonment Division, 15th & M. Sts.
Washington, D. C.

Subject: Leases for Rifle Ranges, ~~Camp Sevier,~~

1. In accordance with my telegram of this date there is enclosed herewith a specimen copy of Lease with memorandum regarding provision of same, covering land to be used by Government for Rifle Range at this Camp.

2. It is requested that this Lease be approved and returned as early as practicable so that the Contractor may be in a position to begin his work at once.

Alex C. Doyle
Major SC OMC
Constructing QM.

cl

ERB/ML.

Encl. 2.

CONSTRUCTION DIVISION	
CANTONMENT CONSTRUCTION	
QUARTERMASTERS CORPS	
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Authority 785107

20, 1917.

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9TH DIVISION NATIONAL GUARD CAMP

(CAMP SEVIER)

OFFICE OF

CONSTRUCTING QUARTERMASTER

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From: Constructing Quartermaster, Camp Sevier, Greenville, S.C.

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1. In accordance with my telegram of this date there is enclosed herewith a specimen copy of Lease with memorandum regarding provision of same, covering land to be used by Government for Rifle Range at this Camp.

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Alex. C. Doyle
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rent for the remainder of 1917 and for the removal fee to be paid at the signing and execution of the leases. Said removal fee has been listed and shown on the face of the lease as included in the rent that is to be paid by the government for such time in November and December 1917 as the government shall occupy the premises.

5. The options taken provide, in the event that parties cannot agree, for arbitration as to damage to crops, by the methods shown in the lease. As to other items of damage either no provision was made or else valuations which are considered exorbitant were stipulated to be paid. Therefore, a provision has been inserted in the lease providing for arbitration, as to these items of damage, as shown by the lease. On account of the fact that it is believed that this provision will not be acceptable to some of the lessors it is suggested that, in this event, authority be given to change this provision so that arbitration on these other items of damage may be had as provided in the lease for arbitrating damage to crops.

Ray Dorsey
Major, Judge Advocate,
Thirtieth Division.

684
X451
Ray Dorsey
Dec 7, 1917

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Q. M. C. Form No. 101.
Authorized April 23, 1913, amended February 26, 1916.

LEASE.

LESSOR John Doe _____

CONTRACTING OFFICER A. C. Doyle, Major Const. QUARTERMASTER AT Camp Sevier, S. C. _____

PREMISES Near Paris Mountain, Chick Springs Township, Greenville County, S. C. _____

TO BE OCCUPIED BY United States _____ AS Rifle Range _____

RENTAL PER ^{Annun} ~~MONTH~~ _____ APPROPRIATION Shooting Galleries and Ranges _____

DATE OF LEASE 1917 DATE EFFECTIVE 1917 DATE EXPIRES June 30, 1918 _____

THE AUTHORITY FOR THIS LEASE IS _____

684 Greenville Co., S. C.
 1481

THESE ARTICLES OF AGREEMENT, Entered into this _____ day of _____, 1917, between A. C. Doyle, Major, Constructing _____, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and John Doe _____ (a corporation existing under the laws of the State of _____ of _____, in the County of Greenville _____, and State of South Carolina _____ (hereinafter designated as lessor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other as follows:

1. That the said lessor shall, and by these presents does hereby lease, demise, and let to the lessee the following-described premises, to have and to hold the same with their appurtenances, unto the lessee, for the term beginning with _____, 1917, and ending with June 30, _____, 1918 ~~at the rate per month and under the conditions named below, viz:~~ except it is further agreed that, in case this lease is extended to cover any fiscal year beyond June 30, 1918 that the total annual rental for that fiscal year shall not exceed the total amount of said rental from January 1, 1918 to June 30, 1918 and that inasmuch as said land is valueless to the Lessor except for agricultural purposes that said Lessee shall have the right to full use and occupation, as such, upon Lessee's election and free of any further cost from June 30, 1918 to Dec. 31, 1918; Provided, that the Lessee, having extended this lease beyond the end of any fiscal year, for the next succeeding fiscal year, shall, if this lease be vacated on or before December 31st. of said fiscal year, pay no rental whatever but, if this lease be not vacated before January 1st. of said fiscal year, pay the entire amount of the rental agreed upon above for the whole fiscal year. Said lease is hereby made upon the following terms and conditions:

(a) The property leased is all that certain tract or parcel of land lying and being in Chick Springs Township, Greenville County, State of South Carolina, consisting of _____ acres, more or less, and generally known as _____, and bounded as follows: _____

(b) For rental of the above tract of land, together with the entire use and control of all buildings, waterways and improvements thereon, with the further right on the part of the Lessee to cut, use and remove all brushwood, saplings or trees thereon by paying to the owner of the land _____ (\$) per cord for said saplings or trees; and the further right on the part of the Lessee to work, grade, ditch or drain any part of the aforesaid tract of land and to erect or construct thereon such buildings, target pits, intrenchments, firing pits, waterways, roads, etc., and to remove, alter or raze any or all buildings and improvements on the aforesaid tract as may be deemed necessary for the Government's interest, by paying to the owner of the land the value of damages to said buildings, improvements or property.

(c) For the rental of the aforesaid premises the Lessor shall be paid the sum of _____ (\$) at the time of and in consideration of the execution of this lease and in full settlement of rent due for the months of November and December, 1917, and a yearly rental of _____ (\$) payable on or _____

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THESE ARTICLES OF AGREEMENT, Entered i 1917, between A.C. Doyle, Major, Constructing Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and John Doe (a corporation existing under the laws of the State of _____), of the second part, of _____, in the County of Greenville, and State of South Carolina (hereinafter designated as lessor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other as follows:

1. That the said lessor shall, and by these presents does hereby lease, demise, and let to the lessee the following-described premises, to have and to hold the same with their appurtenances, unto the lessee, for the term beginning with _____, 1917, and ending with June 30, _____, 1918, at the rate per month and under the conditions named below, viz: except it is further agreed that, in case this lease is extended to cover any fiscal year beyond June 30, 1918 that the total annual rental for that fiscal year shall not exceed the total amount of said rental from January 1, 1918 to June 30, 1918 and that inasmuch as said land is valueless to the Lessor except for agricultural purposes that said Lessee shall have the right to full use and occupation, as such, upon Lessee's election and free of any further cost from June 30, 1918 to Dec. 31, 1918; Provided, that the Lessee, having extended this lease beyond the end of any fiscal year, for the next succeeding fiscal year, shall, if this lease be vacated on or before December 31st. of said fiscal year, pay no rental whatever but, if this lease be not vacated before January 1st. of said fiscal year, pay the entire amount of the rental agreed upon above for the whole fiscal year. Said lease is hereby made upon the following terms and conditions:

(a) The property leased is all that certain tract or parcel of land lying and being in Chick Springs Township, Greenville County, State of South Carolina, consisting of _____ acres, more or less, and generally known as _____, and bounded as follows: _____

(b) For rental of the above tract of land, together with the entire use and control of all buildings, waterways and improvements thereon, with the further right on the part of the Lessee to cut, use and remove all brushwood, saplings or trees thereon by paying to the owner of the land _____ (\$) per cord for said saplings or trees; and the further right on the part of the Lessee to work, grade, ditch or drain any part of the aforesaid tract of land and to erect or construct thereon such buildings, target pits, intrenchments, firing pits, waterways, roads, etc., and to remove, alter or raze any or all buildings and improvements on the aforesaid tract as may be deemed necessary for the Government's interest, by paying to the owner of the land the value of damages to said buildings, improvements or property.

(c) For the rental of the aforesaid premises the Lessor shall be paid the sum of _____ (\$) at the time of and in consideration of the execution of this lease and in full settlement of rent due for the months of November and December, 1917, and a yearly rental of _____ (\$) payable on or before June 30, 1918, same to cover, under the conditions aforesaid, rent from January 1, 1918 to June 30, 1918, and that any renewals hereof shall be for the total annual rental of _____ (\$) payable on or before June 30th. of each year.

(d) In the event that the Lessee should, prior to Jan. 1, 1918, damage or destroy crops now on the said lands or that Lessee should not permit Lessor to enter upon said land and harvest same, payment for same shall be made at a price to be agreed upon, and in the event of the failure to agree, the price shall be fixed by three arbitrators, one selected by the Lessor, one by the Lessee, and the two so selected to select the third.

(e) The amount of damages to be paid in any or all of the aforesaid cases, except in the event of crop damages provided for above, shall be arrived at by agreement between Lessor and Lessee, or a duly authorized agent of the Government, and if they fail to agree, all damages as herein contemplated shall be assessed and finally determined by the arbitration of a Board consisting of three members to be selected as follows: One (1) to be named by the Lessee, one (1) to be named by the Chamber of Commerce, City of Greenville, Greenville, South Carolina, and one (1) by the Board of County Commissioners for Greenville County, South Carolina; the agreement and decision of any two of said Board shall be final, this plan of settlement to decide the extent of damages which may arise from the aforesaid causes during the entire period of this lease or any renewal thereof.

(f) It is hereby mutually agreed and understood that said land is to be used for target ranges, and said Lessee shall have the right to do all things necessary to or consistent with the carrying out of said purposes, as shall be determined by said Lessee, and that the damage to land hereinabove agreed to be paid for shall not be such as is usual or incident to the use and occupation of land by troops, but shall be special damage to land such as deep intrenchments, excavations, target pits, and firing points and other such items of real and permanent damage to the

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Authority 785107

2. That the said lessor will warrant and defend to the lessee, its officers and agents, the quiet and peaceable possession and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the Government in or before the proper State or United States courts.

3. That ~~the said lessor shall keep the premises in good repair to the satisfaction of the Government officer in charge, but~~ all buildings and other improvements fixed to or erected or placed in or upon the said premises by the lessee shall be and remain the exclusive property of the lessee, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the lessee ~~within~~ when ~~days after~~ the said premises are vacated under this lease.

4. That for and in consideration of the faithful performance of the stipulations of this agreement, the lessee shall pay to the said lessor or agent the sum or sums stated in Article 1 hereof. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the contracting officer or by a disbursing officer designated, in the funds furnished for the purpose by the Government. Should the premises be relinquished before the close of the monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending upon the time of occupancy.

5. That it is expressly agreed and understood that this lease shall be noneffective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. However, in order to provide for the necessities of the service as authorized by said section, it is agreed that the premises specified herein, so far as authorized by said section, shall be occupied by the lessee as contemplated by this lease, and that payment of the rental shall be made as soon as is practicable after funds are appropriated and are available.

6. That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States, is, or shall be admitted to any share or part of this contract, or to any benefit which may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109), this stipulation, so far as it relates to Members of or Delegates to Congress, or Resident Commissioners, shall not extend, or be construed to extend, to any contract made with an incorporated company for its general benefit.

7. That the lessor hereby stipulates that no part of the money received as rental will be given to the occupant of the above-described premises, or to the person for whose benefit or use they were hired, or to anyone for him, nor will any rebate be given on said rental for the benefit of any such person.

8. That the lessee reserves the right to quit, relinquish and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said lessor or agent thirty (30) days' notice in writing, on or before May 31, 1922.

9. That, at the option of the lessee, this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the lessee continuous possession of the premises, not extending, however, beyond June 30, 1922, but no renewal shall be made to include more than one fiscal year.

Word "Month" changed to "Annum", line 5 of Introduction. Line 5 of Preamble deleted. "at the rate per month and under the conditions named below, viz:", Par. 1, Articles of Agreement, deleted. "the said lessor shall keep the premises in good repair to the satisfaction of the Government officer in charge, but", Par. 3, Articles of Agreement, deleted. Words "within, days after," Par. 5, Articles of Agreement, deleted, before signing.

IN WITNESS WHEREOF the parties aforesaid have hereunto placed their hands the date first hereinbefore written. The officer of the United States whose name is signed below certifies that the rate stated in this lease is not in excess of the commercial rental value of the premises named and that said rate is the amount to be actually paid to the lessor for _____ own use, and that there are no public buildings, quarters, or grounds available for use as specified in this lease, and that the rate stipulated in this lease is a fair rental value of reasonably good premises suitable for the purposes stated herein in the locality where situated.

Witnesses:

as to

Major, Quartermaster Corps, U. S. Army
N.C.

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October 23, 1917.

Constructing Quartermaster,
Camp Sevier, Greenville, South Carolina.

Your letter October twentieth enclosing specimen copy of lease and memorandum in reference to securing land for rifle range. You are authorized to use this form of lease, which has been prepared by the Judge Advocate of the Thirtieth Division.

I. W. Littell,
In Charge of Cantonment Construction.

684 Greenville M.F.S.

ES/HLF
684-CR-Greenville (M.F.S.) (NIGHT MESSAGE)

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Authority 785107

SYNOPSIS OF COMMUNICATION RECEIVED AND INDORSED OUT.

DATED: DATE RECEIVED IN

FROM:

TO:

30 POT K 224 GOVT.

Camp Sevier Greenville SC Nov 26, 1917

Adjutant General,
Washington, DC.

With reference from Constructing Quartermaster Camp Sevier to General Littell command Division, Washington, DC Dated October twentieth forwarding memorandum from Judge Advocate thirtieth Division explaining difficulties in executing leases for target range this Camp making necessary to pay removal damages for vacating property on short notice and providing for advance payment of rentals made necessary on account of the extremely poverty of tenants comm: there was forwarded with this memorandum copy of proposed lease for approval before leases were drawn requesting express approval of form which provided for payments as stated above period telegram from General Littell dated October twenty third to constructing Quartermaster Camp Sevier authorized the use of said form for lease in these particular cases period in accordance therewith leases were prepared and forwarded commanding general Southeastern Department whose quartermaster objects

Handwritten notes:
10/26/17
Littell
10/26/17

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684 Greenville, S.C. (Misc. Div.)

1st Ind.

HJB/IRZ

War Dept., A.G.O., November 28, 1917.--To Officer in Charge of
Cantonment Construction, for appropriate recommendation to be in this
office Friday.

By order of the Secretary of War:

[Signature]
Adj. Gen.

Adjutant General.

6547
1781
Adjutant General

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Authority 785107

684 Greenville, S. C. of L. W/OXL

for the Cantonment Construction Division,

December 1, 1917.

From: The Adjutant General of the Army.

To: The Commanding General, 30th Division, Camp Bowie,
Greenville, S. C.

Subject: Payment of certain charges for vacating property on
short notice.

Referring to your telegram of November 26th, regarding the pay-
ment of certain charges for vacating property on short notice and provid-
ing for rent in advance, you are informed that this matter was referred
to the Cantonment Construction Division, and the following was the reply:

1. Returned. These papers did not reach the Cantonment
Division until after 2 o'clock P.M. Friday, November 30th, and
it was impracticable to act upon same that day. This specimen
lease attached to the papers, in the opinion of this office, is
unobjectionable, except as to part of subdivision (b) of para-
graph 1, in that it provides for the payment of November and
December, 1917, rent in advance. It is the understanding of
this office, however, that a payment can be immediately made
of a fee for removal and interruption to business. In view of
the decision of the Comptroller of the Treasury that an advanced
payment of rent cannot be made, it is recommended that a sup-
plemental agreement to the lease be prepared, which shall modify
subdivision (b) of paragraph 1 to read as per the attached draft.
This will enable the tenant to be paid immediately all the money
provided for in the present lease, except rent for December,
which can be paid January 1, 1918.

2. It is recommended that the telegram of November 26,
1917, signed "Townley", be answered to the effect that the
lease submitted may be used, provided a supplemental agreement
modifying the lease as to paragraph (b), in accordance with the
attached draft, be executed.

684 Greenville



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Authority 785107

ARMY UNION

NOT AN ANSWER

W/211

3. It is requested that this office be advised of your action in the premises, so that it may advise the Quartermaster of the Southeastern Department.

Copy of the supplemental agreement, mentioned therein is enclosed and copy of this letter has been furnished the Cantonment Construction Division, as per their request, in order that they may notify the Department Quartermaster of the Southeastern Department.

By order of the Secretary of War:

Adjutant General.

1 Inc.

682 Johnsonville

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Authority 785107

AMERICAN UNION

DRAFT FOR AGREEMENT SUPPLEMENTAL TO LEASE, MODIFYING
Sub-division (c) of Paragraph 1.

"(c) For the rental of the aforesaid premises the lessor shall be paid the sum of \$ _____ at the time of the execution of this lease, in consideration for the interruption of his business and as a removal fee; and on the first day of December, 1917, shall be paid the further sum of \$ _____ as and for the rent of the said premises for the month of November, 1917; and on the first day of January, 1918, shall be paid the further sum of \$ _____ as and for the rent of the said premises for the month of December, 1917; and the lessor shall be paid a yearly rental of \$ _____, payable on the thirtieth day of June, 1918, to cover, under the conditions aforesaid, rent from January 1, 1918, to June 30, 1918; and any renewals hereof shall be for the total annual rental of \$ _____, payable on or before June 30th of each year.

John Greenwillow

DECLASSIFIED
Authority 785107

December 1, 1917.

684. CR-AD Greenville (MFS)
X481. CR-AD "

Officer in Charge of Cantonment Construction
Chief of Staff, Camp Sevier, Greenville, S. C.

Lease of land for Rifle Ranges.

1. Herewith find copy of 2nd indorsement from this office to The Adjutant General of the Army, dated December 1, 1917, transmitting draft of agreement supplemental to lease, modifying subdivision (c) of paragraph 1, in response to 1st. indorsement from The Adjutant General of the Army to this office on telegram addressed to The Adjutant General, dated November 26, 1917, and signed "Townesley", requesting that this office make appropriate recommendation.

By Authority of the Secretary of War:

I. W. LITTELL,

Brigadier General, Quartermaster Corps, M.A.,
In Charge of Cantonment Construction,

By: EVAN SHELLEY

Major, Quartermaster, U.S.R.

ES/MLF
3 incls.

MAILED

DEC 1 1917

684 Greenville

E. W. G

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Authority 785107

December 2, 1917.

684-CR-Greenville (MWS)

Officer in Charge of Cantonment Construction

Department Quartermaster, Southeastern Department, Charleston, S.C.

Payment of certain charges for vacating property on short notice.

1. Herewith find copy of a letter from the Adjutant General of the Army to the Commanding General of the 30th Division, Camp Sevier, Greenville, South Carolina, dated December 1st, together with the draft for agreement supplemental to lease modifying subdivision (c) of paragraph 1, as in said letter mentioned. These are sent you for your information and guidance.

2. It is the understanding of this office that leases providing for the payment of a lump sum for a removal fee and interruption to business, in addition to rent, were prepared by Major Dorsey, Judge Advocate of the 30th Division, executed by the owners, and forwarded to you for execution on behalf of the Government, and that you objected to signing the same as being in conflict with the ruling of the Comptroller of the Treasury against the payment of rent in advance. The above action has been taken in order to avoid this prohibition, and it is hoped that the leases may be executed promptly and these owners receive their payments expeditiously.

By authority of the Secretary of War:

I. W. Littell,
Brigadier General, Quartermaster Corps,
In Charge of Cantonment Construction.

By: Evan Shelby

Major, Q.M.U.S.A.

EG-MJS
2 Enclosures

X 481 Greenville (MWS)

Mailed personally by Major Du
Dec 2 1917

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