

WAR DEPARTMENT
REAL ESTATE SERVICE
OFFICE OF THE DIRECTOR OF THE REAL ESTATE SERVICE
WASHINGTON

March 31, 1920.

MEMORANDUM FOR COLONEL BUSSONIE:

Subject: Right of renewal of lease.

1. The Judge Advocate General has, in a number of cases, held that the United States had an absolute right to renew a lease upon the same payment of rental where the original lease gave such right of renewal. Decision upon this question was given in a case arising at Camp Sevier, where the Greenville, South Carolina, Chamber of Commerce, refused to execute a renewal lease for this camp at the rental of \$1.00 per year as provided in the original lease. This opinion (JAG, July 21, 1919, 601.53) reads in part as follows:

601.53

"1. The opinion of this office is desired in the matter of the renewal on June 30, 1919, of the lease, dated May 27, 1918, from the Greenville, S. C., Chamber of Commerce to the United States of 1900 acres of land in Chick Springs Township, Greenville County, S. C., to be occupied by United States troops as training grounds at a rental consideration of \$1 per annum.

2. It appears that renewal notice of the lease at \$1 per annum was given the Chamber of Commerce by the Government prior to the 30th of June; that the land embraced in the lease is a part of the site of Camp Sevier; that since the early part of the year no troops have been stationed there, and for a number of months a large portion of the camp has been untenanted.....

3. Attention is invited to paragraphs 8 and 9 of the said lease, which are as follows:

"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 days' notice in writing on or before May 31, 1920.

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

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to give the lessee continuous possession of the premises, not extending, however, beyond June 30, 1920, but no renewal shall be made to include more than one fiscal year. On and after July 1, 1920, the lessor will continue to lease to the lessee any or all of the tracts of land covered by this lease at actual cost to the lessor * * *."

4. It is very clear that, under the provisions of the above-quoted paragraphs, the Government has the option to retain possession of the premises upon yearly renewal as often as the needs of the public service may require at the original rental consideration of \$1 per annum up to June 30, 1920....."

2. From the foregoing it appears that the United States has an absolute right and the lessor is bound to renew the lease at the same rental provided in the original lease and no Contracting Officer would have any more authority to increase the rental upon the renewal agreement than he would to increase the amount of rental during the term of the original lease.

EMC/mh

E. W. CUMMINGS,
Chief, Advisory Branch.

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482-C-Renewal of Leases,
Recruiting Stations.

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War Dept., Office of the Director, Real Estate Service, Munitions Bldg., Wash.,
D.C., March 20, 1920. - To: Zone Supply Officer, Chicago, Ill. RETURNED.

1. The Real Estate Service does not understand from G. R. S. Memo #118,
(Renewal of Leases, Fiscal Year 1921) that any change in channels is contem-
plated from those established by G. R. S. 90 (Practise under G.O. 30 and 117,
W.D. 1917, etc.).

2. It should be noted that paragraph 2, G. R. S. Memo #118 does not in-
dicate that there is to be any summarizing of the reports in the Adjutant Gen-
eral's Office, but seems to contemplate that each lease will be reported upon
by the Recruiting Officer thru the Zone Supply Officer as quickly as it can be
determined whether or not it is desirable to renew.

3. In the absence of instructions to the contrary from the Adjutant Gen-
eral of the Army, Form I-C (used in lieu of Form I-B for renewal) should be
forwarded from the Recruiting Officer to the Zone Supply Officer, thence to the
Adjutant General.

G. P. von dem Bussche,
Colonel, Infantry,
Acting Director, Real Estate Service.

By:

J. J. HUBBARD,
Chief, Operations Branch.

Copy to the Adjutant General.

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March 27th, 1920.

Zone Supply Officer, Zone Seven, Chicago, Illinois.
(General Procurement Div., Real Estate & Service Section)

Director, Real Estate Service, Munitions Building,
Washington, D. C.

Renewal of Leases - Recruiting Stations.

1. With reference to G. R. S. Memoranda No. 19, information is requested as to action to be taken by this office, if any. Whereas your instructions, transmitted to this office by the Warehousing Branch of the Office Quartermaster General, do not indicate that there is to be any change in policy of handling renewal of recruiting leases, G. R. S. Memoranda No. 19 would indicate that this office is not to act in accordance with G. R. S. Circular Letter No. 80, but is to await instructions emanating from the summarizing of reports to be submitted by the recruiting officers direct to the Adjutant General.

2. This office awaits your further instructions relative to the handling of leases for recruiting stations.

By authority of the Zone Supply Officer:

NORRIS STAYTON,
Colonel, Q. M. Corps,
Zone Purchase Officer

KF:JLW

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Box 248

File 601.53 Renewals

Camp Sevier