

Q.M.G.O.

W. Spartenburg

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

LEASE.

LESSOR Herbert Darius Waters,
 CONTRACTING OFFICER Major R.E. Grinstead, QUARTERMASTER AT Camp Wadsworth, S.C.
 PREMISES About 10 acres to East of Camp Wadsworth, S.C.
 TO BE OCCUPIED BY Troops of 27th Division, AS Grenade practice ground.
 RENTAL PER MONTH \$50.00 APPROPRIATION B. & C. 1918.
 DATE OF LEASE Feb. 11, DATE EFFECTIVE Feb. 11, DATE EXPIRES May 11.
 THE AUTHORITY FOR THIS LEASE IS 4th Ind. A.G.O., Feb. 4th, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this 11th day of February, 1918,
 between Major R. E. Grinstead, Quartermaster Corps, U. S. Army, for
 and in behalf of the United States of America (hereinafter designated as lessee), of the first part,
 and Herbert Darius Waters
 (a corporation existing under the laws of the State of _____),
 of _____, in the County of Spartanburg, 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 _____, 19____, and ending with _____, 19____, at the rate per month and under the conditions named below, viz:

All that certain tract of land in Spartanburg County, South Carolina, containing approximately 10 acres, and adjoining lands of old Greenville road on the North, Government leased lands on the East, lands leased by Mr. Heatherly on the West and Snake or Vanderbilt road on the South at a rental of \$50.00 per month for each of the months of February, March and April beginning on the _____th day thereof.

4th Ind. A.G.O. Feb. 4th 1918

B. W.

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 30 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 30 days' notice in writing.

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, 1933, but no renewal shall be made to include more than one fiscal year.

DM 10. That the said Lessee agrees to refill any trenches or ditches and to return the property to the Lessor in practically the same condition as when leased.

First line in Paragraph three (3) and all of paragraphs nine and ten (9 and 10) 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 use as stated above, 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:

Harry Fischer as to

R. E. G. *[Signature]*
Major Quartermaster Corps, U. S. Army.

A. A. Hill
Barbara See as to

Herbert Harris *[Signature]*

as to

as to

(Executed in triplicate.)

DIRECTORS
 J. THOS. ARNOLD,
 MERCANTILE DEPT.
 J. P. FIELDER,
 AGRICULTURAL DEPT.
 P. H. FIKE,
 CIVIC DEPT.
 C. T. LUNDGREN,
 TRAFFIC DEPT.
 J. D. OWEN,
 INDUSTRIAL DEPT.

PAUL V. MOORE, MANAGER

Chamber of Commerce
 OF THE CITY OF SPARTANBURG

DIRECTORS
 BEN HILL BROWN,
 LEGAL DEPT.
 R. H. BAER,
 MEMBERSHIP DEPT.
 F. H. KNOX,
 GOOD ROADS DEPT.
 E. W. REEL,
 FINANCE DEPT.



SPARTANBURG, S. C. April 12, 1918.

Captain W. N. Curtiss,
 Acting Chief of Staff,
 Camp Wadsworth,
 Spartanburg, S. C.

Dear Sir:

We acknowledge receipt of your letter of April 10th requesting information as to whether Mr. J. F. Cleveland and Mr. H. D. Waters had come to an agreement as to the leased ground used as a grenade practice area.

In reply we beg to say that this land belongs to Mr. R. B. Cleveland, and not J. F. Cleveland. However, the lease was made by the Government directly with Mr. Waters, and not through the Chamber of Commerce, hence we have no knowledge of the transaction; but we called up Mr. Cleveland this morning over the telephone and asked him what the status of his controversy with Mr. Waters was. He informed us that he and Mr. Waters have never come to an agreement, partly because he has never succeeded in getting hold of a copy of the lease which Mr. Waters signed. He said, however, that he would try to settle this matter in a few days, and would let us know the result as soon as they came to an understanding. When we hear from him we will notify you immediately.

Yours very truly,

CHAMBER OF COMMERCE

Paul V. Moore, Mgr
 (L)

481 Found in the mail

SCREVEN, PRESIDENT
JULIAN CALHOUN, VICE-PRESIDENT
R. B. CLEVELAND, TREASURER
B. H. FRANCE, SECRETARY

Colonial Trust Company

SUCCESSORS TO
WHITE, CALHOUN & CANNON
AND
SCREVEN & CLEVELAND

DIRECTORS
A. L. WHITE
WARREN DUPRE
ALFRED MOORE
JOHN Z. CLEVELAND
JULIAN CALHOUN
R. B. CLEVELAND
B. H. FRANCE
T. E. SCREVEN

TELEPHONE 185

Spartanburg, S. C.,

April 19th. 1918

Handwritten signature

Capt. W.H. Curtiss, Acting Chief of Staff

Camp Wadsworth

Spartanburg, S.C.

Dear Sir:..

The Spartanburg Chamber of Commerce called me up a day or two ago and asked me if I had ever had an understanding with Mr. Waters, who has some property leased from me adjoining the camp, which property he leased to the Government, without my sanction, and in violation of his lease from me.

When I found that Mr. Waters had given this lease I had a talk with Lieu. Seligman and requested him to advise the proper authorities, and have the Government hold this check up until I could straighten it out with Mr. Waters. I have left word for Mr. Waters to see me, and have also called him up over the phone, but so far, have been unable to get in touch with him, so I ask that the Government kindly hold this check for this lease back, until Mr. Waters and myself get this matter straightened out.

Thanking you for your attention, I beg to remain,

Yours very truly,

Handwritten signature

481 Camp Wadsworth

HEADQUARTERS 27TH DIVISION
Camp Wadsworth, S.C.

601.

January 17th, 1918.

FROM: Commanding General.

TO: The Adjutant General of the Army.

SUBJECT: Use of additional land for Grenade Practice.

1. There is no space within the camp reservation available for the grenade instruction of the 53d Infantry Brigade. There are fields about 300 yards square sufficient for the purpose, however, directly to the east of and in proximity to that portion of the reservation occupied by the Brigade mentioned.

2. Request is made for authority to lease the fields mentioned for a period of three months to be used in grenade instruction. This can be done for a reasonable consideration.

(signed) John F. O'Ryan,
Major General.

601 Camp Wadsworth (Misc.Div.) 1st Ind. HJB/IDB
War Department, A.G.O., January 22, 1918 - To the Commanding General, 27th
Division, Camp Wadsworth, South Carolina, for report of the number of fields
necessary for this instruction and the consideration for which they may be
leased.

By order of the Secretary of War:

(signed) Austin A. Parker
Adjutant General.

481 Camp Wadsworth

601*

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Camp Wadsworth, S.C., Jan'y. 26, 1918 - To the Adjutant General of the Army, Washington, D.C. Returned, with the information that the field required contains about ten acres, and can be rented, for a period of three months, for One hundred and fifty dollars (\$150.00).

(signed) John E. O'Ryan,
Major General.

601 Camp Wadsworth (Misc.Div.) 3rd Ind. BJH/IEK
A.G.O., February 2, 1918 - To The Quartermaster General.

481-CR (Camp Wadsworth, S.C.) 4th Ind.
Cantonments Division, C.Q.M.G., February 4, 1918, - TO The Adjutant General.

Returned, approved for an expenditure of \$150.00, appropriation "Barracks & Quarters, 1918," for rental of approximately 10 acres of land, to be used by the 23rd Inf. Brigade for grenade instruction, for a period of three months.

By authority of the Secretary of War:

I. W. Littell,
Brigadier General, Q.M. Corps, N.A.
By: G. W. Knight
Captain, Q.M.R.C.

601 Camp Wadsworth. 5th Ind. BJH/CBL
(Miscl. Div.)

War Department, A.G.O., Feb. 6, 1918 - To the Commanding General, Camp Wadsworth, Spartanburg, South Carolina, inviting attention to the 4th indorsement hereon.

By order of the Secretary of War:

(signed) Paul Giddings
Adjutant General.

*481 CR
Camp Wadsworth
Feb 10 1918*

(signed) JOHN E. (L. G. S. S.)

UNLESS THE ONE MENTIONED AND THE OTHERS (L. G. S. S.)
LEGITIMATE CONTRACTS FROM THE SOURCE AND CAN BE IDENTIFIED FOR A HISTORY OF FILES
OF THE FILE, INFORMATION, D. C. INFORMATION, WITH THE INFORMATION THAT THE FILE

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The following certificate by the contracting officer will be made where the lessor is a corporation, in cases where the filing of evidence referred to may properly be waived:

I hereby certify that I have satisfied myself of the authority of the person signing the lessor's name to this lease to bind the lessor, and I have waived the filing of evidence of such authority, as permitted so to do by the Army Regulations.

Quartermaster Corps, U. S. Army.

The following affidavit is required only on the copy of lease for the Returns Office:

I do solemnly swear affirm that the foregoing is an exact copy of a contract made by me personally with the lessor named above, that I made the same fairly, without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said lessor, or to any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided:

Quartermaster Corps, U. S. Army.

Subscribed and sworn to affirmed before me this _____ day

of _____, 19

INSTRUCTIONS.

1. When the lessor is not a corporation strike out the printed words "(a corporation existing under the laws of the State of _____)."
2. When the stipulated rental includes heating, lighting, or any item not indicated by the form as printed, such item or items will be distinctly mentioned in Article 1.
3. The length of time for notice of relinquishment to be inserted in Article 10 should be as short as practicable, five days in minor cases and should rarely, if ever, exceed thirty days in any instance.
4. The limit for option of renewal to be inserted in Article 11 should express the longest time to which the lessor will agree for the purpose.
5. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the contract in exactly the same form. An officer of a corporation, a partner or an agent signing for the principal should add his name and title after the word "By," under the name of the principal.
6. When interlineations, deletions or other changes or alterations are made, specific notation of the same should be entered in the blank space preceding the executing clause, before signing.
7. The lease should be executed in triplicate, and at least two copies made—one for the Returns Office and one for the files of the contracting officer. The agreement should, preferably, be drawn on the typewriter and all numbers and copies made at one writing.

WAR DEPARTMENT

Office of the Camp Quartermaster

Camp Wadsworth, S. C.

May 12, 1918.

481
From: Camp Quartermaster
To: Quartermaster General of the Army, Washington, D. C.
Subject: Lease of Grenade Practice Ground.

1. There is inclosed herewith one copy of lease with Herbert Darius Waters of Spartanburg, S. C., for use of troops of The 27th Division as Grenade practice Ground.

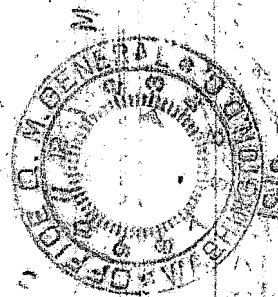
2. The delay in forwarding this lease was due to the fact that the Asst. Chief of Staff of the 27th Division, directed that these be not forwarded or payments made as there was some difficulty which he was endeavoring to straighten, and on April 12th, the Chamber of Commerce addressed a letter to him; a copy of which inclosed and also a letter from Mr. R. B. Cleveland, dated April 19, 1918.

3. Mr. Waters called at this office on May 11, 1918, and stated that the real trouble was that although paragraph 10 was deleted and Mr. Waters also signed the lease as it is submitted, but stated he was told verbally by Captain C. W. Wicherham, W. G. U. S., then Asst. Chief of Staff of the 27th Division, who made the arrangements with Mr. Waters and drew up this lease, that the trenches or ditches would be refilled, which has not been done.

4. The matter is being taken up with Mr. R. B. Cleveland and D. A. Waters looking to an adjustment of this matter and in the event that the lease of this Grenade Practice Ground is required for for the balance of the year a new lease will have to be drawn up with both Mr. Cleveland the owner of the land and Mr. Waters who leased it from Mr. Cleveland for farming purposes.

5. Action looking towards this conclusion will be had as soon as it is determined that this land will be necessary.

481 Camp Wadsworth



R. E. Grinstead
Lt. Col. Q. M. G., U. S. A.
Camp Quartermaster.

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