

PROCEEDINGS OF BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S. O. NO. 10, HEADQUARTERS, CAMP WADSWORTH, S. C., DATED 11 JANUARY 22nd, 1919, AS AMENDED BY RANGE REPORT NO. 90 U. S. NO. 25, HEADQUARTERS, CAMP WADSWORTH, S. C., DATED MARCH 25th, 1919.

UNDER THE AUTHORITY OF ORDER FROM THE ADJUTANT GENERAL OF THE ARMY DATED DECEMBER 23rd and 30th, NINETY-FIFTH PARTIAL REPORT

of

BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S. O. NO. 22, HEADQUARTERS, CAMP WADSWORTH, S. C., DATED JANUARY 22nd, 1919.

CAMP WADSWORTH, S. C.

JUNE 5th, 1919.

PERTAINING TO

The Board met to consider any claim of Garrie P. McMakin of Charleston, S. C.

CAMP WADSWORTH,

PRESENT:

Major Elza C. Johnson, S. C., Infantry, U.S.A.,
Captain Fred A. Johnson, S. C., Corps,
1st Lieut. L. V. Collins, S. C., Corps

FINAL REPORT

The lessee, Garrie P. McMakin, lives at Charleston, S. C., and owns a small tract of land, the exact number of acres of which the Board is unable to state for the reason that the original lease therefor was not among the leases obtained by this Board from the Chamber of Commerce. A copy of the amendment, however, was among the papers and the Board is informed that a lease was made out on the form used by the Chamber of Commerce, a blank form of which is attached hereto and marked EXHIBIT A, and the amendment only signed by Garrie P. McMakin is attached to this report as EXHIBIT A-2, the said lease being for the same property included in the original lease between the Chamber of Commerce and the United States Government dated November 27th, 1917, which lease was duly cancelled by Major Geo. W. Langloff, Judge Advocate at Camp Wadsworth, S. C., notice of which cancellation was given this Board under date of March 10th, 1919, the authority for said cancellation being Paragraph 10, S. O. No. 6, Headquarters, Camp Wadsworth, S. C., dated January 4th, 1919, said order being under the authority of Brigadier General Paul V. Burr under date of March 10th, 1919.

The Board notified Garrie P. McMakin by letter under date of March 10th, also March 25th, that she should file a claim before this Board on GLASSY MOUNTAIN TOWNSHIP if she had any such claim and in the event she did not have a claim against the Government she should execute the Form B, which was a GREENVILLE COUNTY, SOUTH CAROLINA properly filled out returned to this Board, either making a claim for damages or waiving damages. The Board therefore wrote to Garrie P. McMakin under date of April 7th calling attention to the blanks already mailed here and notified her to file a claim by April 12th that she would have to make her claim with the Board of Claims at Washington, D. C. In answer to this letter, the lessee, Garrie P. McMakin, thinking under a note at the bottom thereof stating she had mailed Form B, properly signed by herself as Executrix and witnessed by a Notary Public as Paul V. Burr of the Chamber of Commerce, Charleston, S. C.

Board Record No. 87.

AMOUNT OF CLAIM - NONE FILED
AGREED ADJUSTMENT --- WAIVER

PROCEEDINGS OF BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S. O. No. 10, HEADQUARTERS, CAMP WADSWORTH, S.C., DATE D JANUARY 22nd, 1919, AS AMENDED BY PARAGRAPH 13, S. O. No. 23, HEADQUARTERS, CAMP WADSWORTH, S.C., DATED MARCH 24th, 1919,

and

UNDER THE AUTHORITY OF LETTERS FROM THE ADJUTANT GENERAL OF THE ARMY DATED DECEMBER 23rd and 30th, 1918, and MARCH 14th, 1919.

UTILITIES BUILDING,

CAMP WADSWORTH,
S.C.

JUNE 5th, 1919.

The Board met to consider any claim of Carrie P. McMakin of Charleston, S. C.

PRESENT:

Major Elza C. Johnson, Infantry, U.S.A.,
Captain Fred W. Ackerson, Q.M. Corps,
1st Lieut. L.R. Collins, Q.M. Corps.

The lessor, Carrie P. McMakin, lives at Charleston, S.C., and owns a small tract of land, the exact number of acres of which the Board is unable to state for the reason that the original lease therefor was not among the leases obtained by this Board from the Chamber of Commerce. A copy of the amendment, however, was among the papers, and the Board is informed that a lease was made out on the form used by the Chamber of Commerce, a blank form of which is attached hereto and marked Exhibit A, and the amendment duly signed by Carrie P. McMakin is attached to this form as Exhibit A-3, the said lease being for the same property included in the Blanket Lease between the Chamber of Commerce and the United States Government dated November 27th, 1917, which lease was duly cancelled by Major Geo. E. Gangloff, Judge Advocate at Camp Wadsworth, S. C., notice of which cancellation was given this Board under date of March 15th, 1919, the authority for said cancellation being Paragraph 10, S.O. No. 4, Headquarters, Camp Wadsworth, S. C., dated January 4th, 1919, said order being under the authority of a letter from Brigadier General Geo. W. Burr under date of ~~January~~ December 31st, 1919.

The Board notified Carrie P. McMakin by letter under date of March 15th, also March 25th, that she should file a claim before this Board on the blanks sent her, if she had any such claim and in the event she did not have a claim against the Government she should execute the Form B, which was a Waiver of claim. No reply was received to these letters and no blanks properly filled out returned to this Board, either making a claim for damages or waiving damages. The Board therefore wrote to Carrie P. McMakin under date of April 7th, calling attention to the blanks already mailed her and notified her that unless she filed a claim by April 12th that she would have to take her claim up with the Board of Claims at Washington, D.C. In answer to this letter, the lessor, Carrie P. McMakin made a note at the bottom thereof stating that she had mailed Form B, properly signed by herself as Executrix and witnessed by a Notary Public to Paul V. Moore of the Chamber of Commerce, asking him to either

hand of mail to Major Elza C. Johnson, if it was correct. This Form B, which she claimed to have mailed to the Board has never been received up to this date. Therefore, on May 29th, the President of the Board interviewed Mr. Moore, and showed to him at that time the note signed by Carrie P. McMakin. Mr. Moore agreed to look the matter up and to report upon the disposition of this letter. Under date of May 30th, 1919, the Board received a letter from the Chamber of Commerce, signed by Paul V. Moore, Manager, which said letter is attached hereto and marked Exhibit C. The letter of this Board of April 7th, 1919, and the letter to Carrie P. McMakin is attached hereto and marked Exhibit B.

The Board on May 23rd, 1919, made a personal visit to the land supposed to be owned by Carrie P. McMakin and made numerous inquiries of people who lived in the vicinity of this land and from the best evidence that they were able to obtain located a tract of land near Glassy Rock, which was believed to be the same land referred to as the Carrie P. McMakin land. After a careful inspection, the Board found that there was no damage to said tract of land which was occasioned by any act of the Government during the period of occupancy by the Government as lessee.

The Board therefore makes no award to Carrie P. McMakin.

The Board attaches hereto their report on the form furnished by the War Department under date of April 2nd, 1919.

The Board then proceeded to other business.

Elza C. Johnson
Elza C. Johnson,
Major, Infantry, U.S.A.,

Fred C. Ackerson
Fred C. Ackerson,
Captain, Q.M. Corps,

L.R. Collins
L.R. Collins,
1st Lt., Q.M. Corps.

STATE OF SOUTH CAROLINA ss.
COUNTY OF SPARTANBURG

This lease made as of the 27th day of November, 1917, by and between _____ of Glassy Mountain Township, Greenville County, S. C., 1st party of the first part, hereinafter called the lessor, and Paul V. Moorey as Manager Spartanburg Chamber of Commerce, party of the second part, has hereinafter called the lessee, Witnesseth:

That in consideration of the agreements and covenants hereinafter mentioned to be fulfilled by the parties hereto, the lessor does hereby sell, demise and let to the lessee, and the lessee does take from the lessor all that certain tract and parcel of land of the lessor situate in Glassy Mountain Township, Greenville County, South Carolina, containing approximately ~~5 1/2~~ acres and adjoining lands of ~~xxxxxxx~~ on the north, _____ on the east, _____ on the south, and _____ on the west for a term beginning on the 27th day of November, 1917, and ending on the 31st day of December 1918, renewable at the option of the lessee for yearly periods from year to year thereafter until one year following the termination of the war with Germany, such option to be exercised by mailing notice of the lessee's intention to renew, at least ten days prior to the expiration of any such yearly period secured in a securely wrapped post-paid envelope addressed to the lessor ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ at _____ South Carolina.

Yielding and paying rent at the rate of _____ dollars (\$.....) per annum, payable as follows: _____ dollars (\$.....) for the period ending December 31, 1917, payable at any time prior thereto, and _____ dollars (\$.....) quarterly thereafter in advance on the 1st days of January, April, July and October, respectively, such payments to be made by check, voucher or currency, in person or by mail directed to the lessor at his address above mentioned.

In the event that the lessee should damage or destroy crops now on the said lands, or that he should not permit the lessor to enter upon said land and harvest same, payment for such damage, destruction or loss shall be made at a price to be agreed upon, and in the event of 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.

The lessee shall have the right to remove or destroy the buildings and other improvements now on the said premises, but in the event of said removal or destruction or damage thereto by the lessee, the lessor is to be paid therefor an amount to be agreed upon and in case of failure to agree to be fixed by arbitration in the manner provided with respect to crops damage.

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 ninety days after the said premises are vacated under this lease.

The lessee shall have the right to cut or destroy any wood on said land or all wood so cut or destroyed the lessor is to be paid on the basis of fifty cents (50c) per cord on the stump, except dead wood, which the lessee may cut, use or destroy without charge.

It is understood that said land is to be used for artillery, infantry, field firing, maneuvering, camping and other military purposes, and the lessee shall have the right to do all things necessary to or consistent with the carrying out of any military purposes, as shall be determined by the said lessee, its assigns or sub-lessees.

In consideration of the covenants and agreements herein contained, the lessor gives to the lessee the option to purchase said land at the price tax

The lessor shall pay all taxes, assessments, and impositions on the land well, as all mortgages, liens, charges and encumbrances of any kind now due or which may hereafter become due, together with all interest and penalties thereon. In the event of failure to pay the same or any part thereof for a period of 20 days after the due date of such tax, assessment, imposition mortgage, lien, charge or encumbrance or interest thereon, the lessee may, at his option, pay the same or any part thereof and deduct the amount so paid from the instalment or instalments of the rent herein provided.

EXHIBIT ~~xxxxxxx~~

This lease supersedes any and all prior leases, contracts or agreements, written or oral, heretofore made by the lessor for the use and occupation of the said premises or any part thereof, and the lessor shall hold harmless the lessee from and against any and all damage, sustained by persons lawfully on or entitled to be on said premises, caused by the use and occupation thereof by the lessee under this lease.

The interest of said Paul V. Coore, as manager, shall be transferable to, and he may at his option assign this lease or sublet the premises to the United States of America, or its representative.

This instrument shall bind the parties hereto, their heirs, executors administrators, successors and assigns.

In witness whereof the parties have hereunto set their hands and seals the 27th day of November, 1917.

Witnesses:

As to Lessor (L.S.) Party of the first part (lessor)

As to Lessee (L.S.) As Manager Spartanburg Chamber of Commerce, Party of the second part (lessee).

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Personally comes Frank J. Felbel, who, being duly sworn, says that he saw Paul V. Coore, as Manager Spartanburg Chamber of Commerce, sign seal, and as his act and deed, deliver the above written instrument, and that he, with William P. Philips, witnessed the execution thereof.

Frank J. Felbel

(SEAL) Sworn to and subscribed before me this ___ day of November, 1917.

(L.S.)

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG.

Personally comes ___ who, being duly sworn, says that he saw ___ sing, seal, and as his act and deed, deliver the above written instrument and that he, with & ___ witnessed the execution thereof.

Sworn to and subscribed before me this ___ day of D ___ 1917.

(L.S.)

Notary Public for South Carolina.

A TRUE COPY

Eliza C. Johnson,
Major, Infantry, U.S.A.
President, Board of Officers.

Exhibit A-----2

AMENDMENT TO LEASE

Lease between Carrie P. McMakin and Paul V. Moore, as manager of the Spartanburg Chamber of Commerce, dated November, 27, 1917, is hereby amended as of said date as follows:

The term thereof shall be from November 27, 1917, to June 30, 1918, with the right of yearly renewal for the annual rent provided, except that the rent shall be paid monthly in equal installments each of one-twelfth of the annual rent provided, except that the rent for the period between November 27, 1917, and December 31, 1917, shall be as heretofore provided in said lease. The provisions with respect to crop, timber, building and other loss and damage are amended to read as follows:

The lessee shall have the entire use and control of all buildings, waterways and improvements thereon, with the further right to cut, remove and destroy all wood, brushwood, saplings or trees thereon, by paying to the lessor fifty (50) cents per cord on the stump for all live wood so cut, removed or destroyed. That the lessee shall also have the right to work, grade, ditch or drain any part of the aforesaid tract of land, and to erect or construct thereon such buildings, target pits, trenches, firing pits, roads, etc., and to remove, alter or raze any or all buildings, improvements, etc, and to destroy crops on said tract land at the date of said lease, or prevent the harvesting thereof, as may be deemed necessary for the interest of the Government, by paying to the lessor the value of all damages concerned. The lessor will warrant and defend to the lessee the quiet and peaceable possession and occupancy of said premises. The interest of said Paul V. Moore, as Manager, shall be transferable, and he may, at his option, assign the said lease or sublet the said premises. This instrument shall bind the parties hereto, their heirs, executors, administrators, successors and assigns.

In witness whereof the parties have hereunto set their hands and seals, the 27th day of December, 1917.

WITNESSES:

AS TO LESSOR: { Barton M. Keyser, Carrie P. McMakin (LS) Party of the first part (lessor); Marion Lee E. Gavy

AS TO LESSEE: { Frank J. Felbel, Paul V. Moore (LS) As Manager Spartanburg Chamber of Commerce Party of the second part (lessee); Don C. Bartholomew

State of South Carolina County of Spartanburg

Personally comes Frank J. Felbel, who, being duly sworn, says he saw Paul V. Moore, as Manager Spartanburg Chamber of Commerce, sign, seal, and as his act and deed, deliver the above written instrument, and that he with Don C. Bartholomew, witnessed the execution thereof.

Frank J. Felbel

(SEAL) Sworn to and subscribed to before me this 27th day of Dec. 1917.

John C. Zimmerman (L.S.) Notary Public for South Carolina.

State of South Carolina County of Spartanburg

Personally comes Barton M. Keyser who, being duly sworn, says that he saw Carrie P. McMakin sign, seal, and as his act and deed, deliver the above written instrument, and that he, with Marion Lee E. Gavy witnessed the execution thereof.

Barton M. Keyser

(SEAL) Sworn to and subscribed before me this 16th day of Mar. 1918.

Frank B. Gary (L.S.) Circuit Judge for South Carolina

Barton M. Keyser

A TRUE COPY Eliza C. Johnson, Major, Infantry, Unassigned, President, Board of Officers.

Exhibit B

CAMP WADSWORTH, SOUTH CAROLINA,
April 7th, 1919.

From: Board of Officers, appointed by Paragraph 9, Special Orders
No. 22, Headquarters, Camp Wadsworth, S. C., dated
January 22nd, 1919.

To: Miss Carrie P. McMakin, Charleston, S. C.

Subject: Damage Claim.

1. On March 15th, 1919, you were mailed a copy of the attached letter but to date you have failed to comply with the instructions contained therein.

2. You are hereby notified that unless your claim is filed with the Board before Noon, April 12th, 1919, you will be obliged to take up your claim with the Board of Claims, Washington, D. C., in which case in all probability it will mean that your claim will be settled at the convenience of the aforementioned Board, which may be years from this date.

L. R. Collins
L. R. Collins, *rec*
1st Lt., Q.M.C.
Recorder of the Board.

LRG/McG

Charleston, S.C. April 15th/19

My dear Mr Collins: In answer to above
I would say that I mailed Form B (properly
signed by self as Executive - and
attested by Notary Public) to Mr Paul
Moore of Charleston of Commerce asking him
to hand it over to Major Ezra C Johnson as
I was correct. Sorry of delay
Carrie P. McMakin

CAMP WADSWORTH, SOUTH CAROLINA,
April 7th, 1919.

From: Board of Officers, appointed by paragraph 9, Special Orders
No. 22, Headquarters, Camp Wadsworth, S. C., dated
January 22nd, 1919.

To: Miss Carrie P. McMakin, Charleston, S. C.

Subject: Damage Claim.

1. On March 15th, 1919, you were mailed a copy of the
attached letter but to date you have failed to comply with the instructions
contained therein.

2. You are hereby notified that unless your claim is filed
with the Board before Noon, April 12th, 1919, you will be obliged
to take up your claim with the Board of Claims, Washington, D. C.,
in which case in all probability it will mean that your claim will be
settled at the convenience of the aforementioned Board, which may be
years from this date

L. R. Collins
1st Lt., Q.M.C.
Recorder of the Board.

IRC/McC

Charleston, S.C. April 19th/19

My dear Mr. Collins: In answer to above would say that I mailed Form B-
(properly signed by self as Executrix- and witnessed by Notary Public) to
Mr. Paul Moore of Chamber of Commerce asking him to hand or mail to Major
Elza C. Johnson if it was correct. Sorry of delay,

Very truly yours

Carrie P. McMakin

A true copy


Elza C. Johnson
Major, Infantry U.S.A.

Exhibit B-

H. F. MCGEE, PRESIDENT
PAUL V. MOORE, MANAGER

DIRECTORS
J. W. ALLEN, AGRICULTURE
D. GREENEWALD, FINANCE
J. S. CHRISTOPHER, CIVIC
H. B. CARLISLE, LEGAL

DIRECTORS
E. P. EDWARDS, TRAFFIC
H. W. KIRBY, INDUSTRIAL
F. L. LILES, MERCANTILE
W. G. JACKSON, MEMBERSHIP
C. L. O'NEALE, GOOD ROADS

Chamber of Commerce

OF THE CITY OF SPARTANBURG



SPARTANBURG, S. C. May 30, 1919.

Major Elza C. Johnson,
Board of Claims,
Camp Wadsworth, S. C.

Dear Sir:

Referring to the document of Miss Carrie McMakin which you inquired about yesterday afternoon, we have looked carefully through our files and also our safety deposit box in the bank where we keep all the legal papers relating to the Artillery Range, and we do not find it. We feel sure that we transmitted this paper to your office, inasmuch as that was Miss McMakin's request in her accompanying letter to us.

Trusting that you will be able to find it, we are

Very truly yours,

CHAMBER OF COMMERCE

P. V. Moore

Mgr.

E. F. Johnson

H.F. McGee, President
Paul V. Moore, Manager

Directors
E. P. Edwards,
Traffic
H.W. Kirby,
Industrial
F.L. Liles
Mercantile
W.G. Jackson,
Membership
C.L. O'neale
Good roads

CHAMBER OF COMMERCE
of the city of Spartanburg

Directors
J. W. Allen,
Agricultural
D. Greenwald,
Finance
J.S. Christopher,
Civic
H.B. Carlisle,
Legal

Spartanburg, S.C. May 30, 1919.

Major Elza C. Johnson,
Board of Claims,
Camp Wadsworth, S. C.

Dear Sir:

Referring to the document of Miss Carrie McMakin's which you inquired about yesterday afternoon, we have looked carefully through our files and also our safety deposit box in the bank where we keep all the legal papers relating to the Artillery Range, and we do not find it. We feel sure that we transmitted this paper to your office, inasmuch as that was Miss McMakin's request in her accompanying letter to us.

Trusting that you will be able to find it, we are

Very truly yours,

CHAMBER OF COMMERCE

P. V. Moore

Mgr.

A true copy,
Elza C. Johnson
Elza C. Johnson
Major, Infantry U.S.A.

Exhibit C-

STATE OF SOUTH CAROLINA }
COUNTY OF *Stromburg* }

WHEREAS, pursuant to option or lease and in compliance with Paragraph Special Orders No. this day of entry upon the lands of *Carrie P. Mc. Mahan* of said State and County was deemed necessary by the military authorities of Camp Wadsworth, S. C. and

WHEREAS, such military authorities now desire to surrender the use and occupation of said land and appurtenances, and

WHEREAS, said land or appurtenances thereto have been damaged by such entry and occupation, it is now desired by this agreement to effect a full and final relinquishment under said lease, dated *Nov. 27, 1917* and a full and final settlement for all damages to said land and appurtenances thereto, which may have been sustained by entry and occupation under said lease or which may be sustained incident to removal therefrom by said military authorities.

Now therefore in consideration of the surrender of the premises and the mutual agreement of the parties at interest hereto to pay and accept in full and final payment, the sum hereinafter set forth, it is solemnly agreed that the total damage of any kind and all kinds to the land or appurtenances hereto, of whatsoever nature incident to the entry occupation or removal wherefrom is *No* Dollars (\$ *None*) which sum has been fixed and agreed upon, after due examination, investigation and agreement by all the signatories hereto and evidenced by the signatures hereto as their binding agreement, the owner of the land expressly agreeing that the payment of said sum to him shall be settlement in full for any and all claims, of whatsoever nature damages or otherwise, arising out of the entry, occupation or removal from said land and appurtenances.

WITNESS our hands and our seals this *5th* day of *June* 1919.

Owner of land.
Frank Jackson
Member of Board

E. Johnson
Major, Infantry U.S.A.
Member of Board, President.

R. Collins
Member of Board, Recorder.
12-2-19

2-27-16 SD

Nana-CP

RG 92

E 1998

B 229

F 601.1 Camp Wadsworth SE McMakin, Carrie