

RANGE REPORT NO. 91

NINETY-SIXTH PARTIAL REPORT

of

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

PERTAINING TO

RIFLE & ARTILLERY RANGE

CAMP WADSWORTH,
S.C.

FINAL REPORT

IN THE MATTER OF

CLAIM

of

JOHN J. MESWAIN,
Greenville, S. C.

LEASE NO. 89 ----- Board Record No. 108.

SEVENTEEN ACRES

GLASSY MOUNTAIN TOWNSHIP

GREENVILLE COUNTY, SOUTH CAROLINA.

SALE PRICE --- NOT FOR SALE

AMOUNT OF CLAIM --- NONE FILED

AGREED ADJUSTMENT --- WAIVER

PROCEEDINGS OF BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S.O. No. 22, HEADQUARTERS, CAMP WADSWORTH, S. C., DATED 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 John J. McSwain.

PRESENT:

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

The lessor, John J. McSwain, leased a tract of land containing seventeen acres to the Government under Lease No. 89, copy of which is attached hereto and marked Exhibit A-1-2-3, which said lease is the authority for the Blanket Lease between the the Chamber of Commerce and the United States Government under date of November 27th, 1917, said lease having been 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 25th, 1919, the authority for said cancellation being Paragraph 10, S.O. No.4, Headquarters, Camp Wadsworth, S. C., dated January 4th, 1919, the said order being under the authority of letter from Brigadier General Geo. W. Burr to the Commanding General at Camp Wadsworth, S. C., under date of December 31st, 1918.

The lessor, John J. McSwain, filed no claim. The Board wrote him on March 15th, enclosing blanks for making claim and also blanks for waiving any claim against the Government but no reply was received and the Board again wrote him on March 25th, April 9th, April 17th and May 8th, each time requesting him to either file a claim or a waiver. In their letter of May 8th, the Board requested Mr. McSwain to meet them on the Range and go over the property on May 23rd. The Board subsequently on May 15th, 1919, sent Mr. McSwain another notice that they would meet him on May 23rd and go over the property for the purpose of determining the damage.

The Board met at the Rifle Range on May 23rd but Mr. McSwain did not appear and the Board therefore made a personal inspection of his property and took such evidence as was available and found that there was no damage sustained by Mr. McSwain on the seventeen acres that was occasioned by any act of the Government during the period that the United States Government occupied same as lessee.

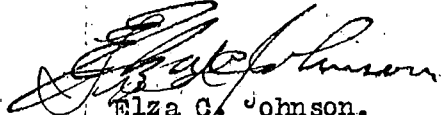
The Board therefore made no award.

REPRODUCED FROM THE UNCLASSIFIED / DECLASSIFIED HOLDINGS OF THE NATIONAL ARCHIVES
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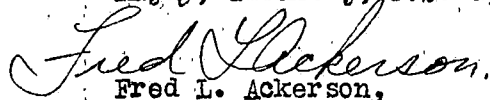
The Board attaches hereto report of this Board on Form furnished by the War Department under date of April 2nd, 1919, signed by Mr. John J. McSwain and the members of the Board.

The Board attaches hereto Waiver signed by Mr. McSwain and makes it a part of this report.

The Board then proceeded to further business.



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



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



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

PA THE WAR DEPARTMENT UNDER DATE OF APRIL 2ND 1918 AT GREENVILLE S.C. JOHN J. ...
THE BOARD OF MANAGERS HERETO BEHOLD OF THIS BOARD ON BORN ...

State of South Carolina,
County of Greenville, ss:

This lease made as of the 27th day of November, 1917, by and between John J. McSwain, of Greenville, Greenville County, S. C., party of the first part, hereinafter called the lessor, and Paul V. Moore, as Manager Spartanburg Chamber of Commerce, party of the second part, 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 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 17 acres, being the tract deeded to lessor by William J. Howard on January 12, 1917, for a term beginning on the 27 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 postpaid envelope addressed to the lessor at Greenville, Greenville County, South Carolina.

holding and paying rent at the rate of thirty-five dollars (\$35 00/100) per annum, payable as follows: three and 36/100 dollars (\$3 36/100) for the period ending December 31, 1917, payable at any time prior thereto, and eight and 75/100 dollars (\$8 75/100) 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 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 crop 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. For all wood so cut or destroyed the lessor is to be paid on the basis of fifty (50) 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, manoeuvring, 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 sublessees.

In consideration of the covenants and agreements herein contained, the lessor gives to the lessee the option to purchase said land at a price to be agreed upon and in case of failure to agree to be submitted to three arbitrators, one selected by the lessor, one by the lessee, and the two so selected to select the third.

The lessor shall pay all taxes, assessments, and impositions on the land as well as all mortgages, liens charges and encumbrances of any kind now due or which may hereafter come 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.

... the lease and occupation thereof by the lessee under
... the lease and occupation thereof by the lessee under
... the lease and occupation thereof by the lessee under
... the lease and occupation thereof by the lessee under

Lease between John J. McSwain 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 yearly periods at option of lessee. 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 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 (R. A. Diegs) John J. McSwain (L.S.) Party of the first part (Lessor)

As to Lessee (Frank J. Felbel) Paul V. Moore (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. 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

Sworn to and subscribed before me this 27th day of December, 1917.

(SEAL)

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

State of South Carolina, County of Spartanburg

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

Sworn and subscribed before me this _____ day of _____, 1917

_____(L.S.) Notary Public for South Carolina.

TRUE COPY Eliza C. Johnson Major, Infantry Unassigned.

Exhibit A-5

Chamber of Commerce, dated November 27, 1917, is hereby amended as of said date as lease between John J. Swann and Paul A. Cook, as member of the Chamber of Commerce.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

WHEREAS, pursuant to option or lease and in compliance with Paragraph Special Orders No. this day of entry upon the lands of *John J. Swann* of said State and County was deemed necessary by the military authorities of Camp Wadsworth, South Carolina 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 *10* Dollars (\$ *10*), 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 *19th* day of *June* 1919.

John J. Swann
Owner of land.

Paul A. Cook
Member of Board, President.

Fred Riperson
Member of Board

R. Collins
Member of Board, Recorder.
at & me

WAIVER OF CLAIM FOR DAMAGES (in duplicate) AGAINST THE UNITED STATES GOVERNMENT BY REASON OF OCCUPANCY OF LAND FOR CAMP OR RIFLE RANGE BY UNITED STATES TROOPS.

o - - o - - o

I, John J. McSwain, a resident of Greenville County, State of South Carolina, state that I am the owner in fee simple of the following described land, to-wit: (Must be identical with description in Lease) Containing approximately 17 acres being the tract deeded to lessor by William J. Howard on January 12/1917

That said land has been under lease by the Government (Lease No. 89) for Military Purposes.

That said Lease expires on June 30th, 1919, subject only to the right of renewal by the United States Government; that in consideration of the release of said land to me and the payment of the amount of rental stated in the said Lease to

I hereby waive any and all claims for damages by reason of the acts of the Government and its employees not heretofore passed upon by a Board of Officers, and release the United States Government from any further responsibility for said land from this date.

I further agree to sell the said land, consisting of 17 acres to the United States Government for the sum of Not for sale Dollars (\$) if said option is accepted prior to December 31, 1919, reserving the right to remove any crops that may be growing on said lands prior to that date.

That the value of said land prior to Government occupancy was Not for sale Dollars (\$) per acre.

John J. McSwain OWNER

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY PRESENCE BY THE SAID John J. McSwain THIS 19 DAY OF June 1919

NOTARY PUBLIC IN AND FOR Greenville COUNTY My commission expires at pleasure of Governor

2-27-16SD

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F 601.1 Camp Wadsworth SC McSwain, John J.