

925 R/E

RANGE REPORT NO. 56

SIXTY-FIRST PARTIAL REPORT

of

BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S.O. 22,  
HEADQUARTERS, CAMP WADSWORTH, S. C., JANUARY 22nd, 1919.

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PERTAINING TO

RIFLE & ARTILLERY RANGE

Camp Wadsworth, S.C.

F I N A L     R E P O R T

In The Matter Of

C L A I M

of

JOHN P. LOCKHART,  
EX., DAVID LOCKHART,  
Tryon, N. C.

LEASE NO. 44 ----- Board Record No. 84

SIXTY (60) ACRES

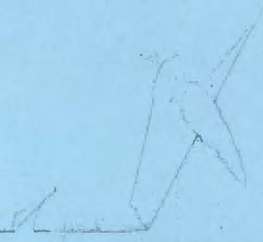
GLASSY MOUNTAIN TOWNSHIP,  
GREENVILLE COUNTY, SOUTH CAROLINA.

SALE PRICE     \$600.00

AMOUNT OF CLAIM     \$600.00

AGREED ADJUSTMENT - WAIVER

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

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OAK GROVE BAPTIST CHURCH

RIFLE & ARTILLERY RANGE

May 20th, 1919.

The Board then proceeded to consider the claim of John P. Lockhart,  
Executor of the David Lockhart Estate, a copy of which claim is attached  
hereto and marked Exhibit A.

PRESENT:

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

The lessor, John P. Lockhart, acting as Executor of the Estate of  
David Lockhart, filed a claim for unexploded bombs, upon said lands con-  
sisting of sixty acres, same being tract leased to the Chamber of Commerce  
under Lease No. 44, and being the same property included in the Blanket  
Lease between the Chamber of Commerce and the United States Government dated  
November 27th, 1917, which lease expired June 30th, 1918, but was renewed  
by its terms for an additional period expiring June 30th, 1919, the 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  
February 27th, 1919, the authority for said cancellation being Paragraph  
10, S. O. No. 4, Headquarters, Camp Wadsworth, S. C., dated January 4th,  
1919, the order being under the authority of letter from Brigadier General  
Geo. W. Burr to the Commanding General of Camp Wadsworth, S. C., dated  
December 31st, 1918.

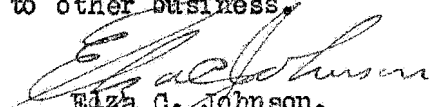
However, Mr. John P. Lockhart made no statement in his claim of  
the exact amount of damages leaving same to be filled in after inspection.  
It appeared, however, from the statement of Mr. Lockhart at the time that he  
made the claim that he believed the land was damaged to the full value of the  
land, viz., \$10.00 per acre by reason of the unexploded bombs. The Board  
therefore proceeded to make an inspection of the land and to take evidence of  
Wm. Pitman and F. R. Pitman, who claimed to have been over the land  
subsequent to the time that the Artillery were firing on the Range and from  
an inspection of the land and from the testimony of these witnesses under  
oath it appears that there was no damage to the land whatever from shell  
explosion and that no unexploded bombs were to be found on the land.

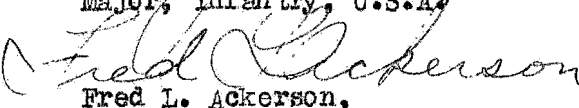
It is therefore found by this Board that there was no damage to the  
land designated as the Estate of David Lockhart, Deceased, and therefore no  
damages were awarded to Mr. John P. Lockhart as Executor of the Estate, who  
was present during the proceedings and the hearing of the evidence, the said  
John P. Lockhart signing a waiver of all damages, which is attached hereto and  
made a part of these proceedings.


The Board attaches hereto sworn statement of John P. Lockhart acting as Executor of the Estate of David Lockhart, to accept this adjustment of the Board in full of damages and releasing the Government from any and all obligations to him by reason of the occupancy of the troops and also any other acts of the Government.

The Board also attaches hereto copy of lease made by the lessor to the Chamber of Commerce, the same being marked Exhibit B, which said lease is the authority for the Blanket Lease given by the Chamber of Commerce to the United States Government, copy of said Blanket Lease, being attached to the Fourth Partial Report, and which included land of the Estate of David Lockhart, together with other lands.

The Board then proceeded to other business.

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

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

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

FORM A. Sheet 1.

CAMP WADSWORTH, S. C.

STATEMENT OF DAMAGES (in duplicate) claimed against the United States by reason of occupancy of land by Cantonment or Rifle Range, or by reason of use by Troops for any purpose:

NAME OF OWNER John P. Lockhart, Executor, Estate of David Lockhart, Deceased.
POST OFFICE ADDRESS Tryon, N. C.
NO. OF ACRES 60

LEGAL DESCRIPTION (Must be identical with description in Lease)
That certain tract of land situated in Glassy Mountain Township, County of Greenville, State of South Carolina, containing sixty (60) acres, more or less, and adjoining lands of Ramsey Butler on the north, Border State Lumber Company on the east, Mary A. Plumley on the south and Mary A. Plumley on the west.

Number of acres prior to U. S. occupancy -- in cultivation None; in pasture None; in timber land Sixty (60); waste land None
Value per acre before Government occupancy Ten Dollars (\$10.00)
Leased for Government use Yes; date of such lease
Number of such lease 44; expiration date June 30th, 1919; Rental paid per month Five Dollars (\$5.00); Rental paid to June 30, 1919; Date of occupancy by Troops about December 1st, 1917; date troops ceased to occupy land about July, 1918.

DAMAGES CLAIMED.

TO BUILDINGS: None
State in detail on each building separately (giving kind, as frame, brick, etc.) and purpose for which used (dwelling, barn, etc.) also size; specify exact damage done and amount in dollars to repair.

TO GROUND: (If none, say none) None
By trenches None; By sewer pipes None
By latrines None; By water pipes None
By tramping None; By erection of buildings None
Timber claimed to have been cut or taken (in cords) None
Value per cord None

FOR CROPS DESTROYED: None
Itemize, giving number of acres planted in each kind of crop.

REPORTING STATE NUMBER OF  
FOR GEORGE DEERFIELD

AVING BEL CORP

FORM A. Sheet 2.

TOTAL OTHER DAMAGES NOW CLAIMED:

If any, specify in detail . . . . . Advised that unexploded bombs have fallen  
on this land . . . - damage left to be filled in after inspection . . . . .  
. . . . .  
. . . . .

Have any claims been considered previously by any Board? . . . . . No  
If so, when, and what was the estimated damage? (Itemize) . . . . .  
. . . . . None . . . . .

Has this been paid? . . . . . None . . . . . Amount actually received . . . . . None . . . . .

I would sell the land above described for \$. Six Hundred (\$600.00)  
or for \$ Ten Dollars (\$10.00) per acre.

*John P. Lockhart*  
Executor OWNER

STATE OF . . . North Carolina . . . . . )  
COUNTY OF . . . Polk . . . . . )

I, . . . John P. Lockhart . . . . . , a resident of . . . . .  
. . . Polk . . . County, State of . . . North Carolina . . . . . , being duly sworn,  
depose and say:

That the above statement of damage to, and ~~value~~ sale value, of  
my land, described above and used by the United States Government as  
a . . . Artillery & Rifle Range . . . . . , in connection with the Camp on Can-  
tonment at Camp Wadsworth, S. C., is true and correct; that I can and  
will produce evidence to substantiate the said claim before the Board  
of Officers appointed for that purpose; that I am the unqualified  
owner of the title in fee simple of said described land and have the  
right and power to settle with the Government.

That no other damages than above stated is claimed or contem-  
plated, and that I will enter into negotiations with the Board of  
officers under the terms of the Lease for the purpose of making a  
definite and final settlement of all damages and to relieve the  
Government of further responsibility for said land from date of ad-  
justment by said Board, it being understood that payment therefor  
must await the necessary appropriations.

*John P. Lockhart*  
Executor OWNER

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY  
PRESENCE BY . . . John P. Lockhart . . . . .  
THIS . . . 28th . . . DAY OF . . . March . . . . . 1919.

*John P. Johnson*  
Major, Infantry, Unassigned,  
President of Board of Officers.  
NOTARY PUBLIC IN AND FOR . . . . .

COUNTY, . . . . .

My commission expires . . . . . 19...  
Exhibit A

South Carolina state  
County of Spartanburg ss

This lease made as of the 27th day of November, 1917, by and between ~~ss~~ Executor of David Lockhart deceased, John P. Lockhart of ~~Glassy Mountain Township,~~ Tryon, Polk County, N. 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 60 acres and adjoining lands of Wamsay Butler on the north, Border State Lumber Company on the east, Mrs. Mary A. Plumby on the south, and Mrs. Mary A. Plumley 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~~ 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 Tryon, Polk County, N. C. ~~Greenville County, South Carolina,~~

Yielding and paying rent at the rate of Sixty Dollars (\$60 00/100 ) per annum, payable as follows: Five and 76/100 Dollars (\$5 76/100) for the period ending December 31, 1917, payable at any time prior thereto, and Fifteen Dollars (\$15 00/100) quarterly thereafter in advance on the 1st days of January, April, July and October, respectively, such payments to be ~~quarterly thereafter in advance on the 1st days of January, April, July and October, respectively,~~ 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 cents (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, ~~ss~~ 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 of \$~~ 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 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 30 days after the due time 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 P---1

This lease supersedes any and all prior leases, contracts or agreements, written or oral, heretofore made by the lessor for the use or 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 Paul V. Moore, 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, and successor assigns.

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

Witness:

As	( <u>Frank J. Felbel</u>	<u>David Lockhart Estate</u>
to	§	<u>John P. Lockhart Executor(s.)</u>
Lessor	( <u>Joseph A. Davidson</u>	Party first part (lessor)
as	( <u>Frank J. Felbel</u>	<u>Paul V. Moore</u> (L.S.)
to	(	As Manager Spartanburg Chamber of Commerce,
Lessee	( <u>William F. Philips</u>	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 William F. Philips, witnessed the execution thereof.

Frank J. Felbel

Sworn to and subscribed before me this 31st day of November, A. D. 1917.

(SEAL)

J. T. Hudson (L.S.)  
Notary Public for South Carolina

State of South Carolina  
County of Spartanburg

Personally comes Frank J. Felbel who, being duly sworn, says that he saw John P. Lockhart, Executor sign, seal, and as his act and deed, deliver the above written instrument, and that he, with Joseph A. Davidson witnessed the execution thereof.

Frank J. Felbel

Sworn to and subscribed before me this 4th day of December, A. D., 1917.

(SEAL)

J. T. Hudson (L.S.)  
Notary Public for South Carolina.

A TRUE COPY  
Bliss C. Johnson  
Bliss C. Johnson,  
Major, Infantry Unassigned.

AMENDMENT TO LEASE

Lease between John L. Lockhart Exr. of David Lockhart deceased 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.

Witness:

As ( J. S. Fisher ) The Estate of David Lockhart  
to ( John P. Lockhart, Executor ) (L.S.)  
Lessor ( R. L. Diggs ) Party of the first part (Lessor).

As ( Frank J. Felbel ) Paul V. Moore (L.S.)  
to ( ) Party of the second part (Lessee).  
Lessee ( Don C. Bartholomew ) As Manager Spartanburg Chamber of Commerce.

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 (LS)  
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 to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 191\_\_

\_\_\_\_\_  
(L.S.)  
Notary Public for South Carolina.

Exhibit B-----3

ATTEST COPY  
Aliza C. Johnson  
Aliza C. Johnson,  
Major, Infantry, Unassigned.



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 . . . David Lockhart Estate 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 . . . . . 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 . 20th . day of . May . . . . . 1919 .

Owner of land.

*E. J. Johnson*  
Member of Board, President.

*Fred. W. Peterson*  
Member of Board

*R. Collins*  
Member of Board, Recorder.  
127 2nd me

FORM 3.

CAMP WADSWORTH, S. C.

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.

I *John P. Lockhart & David Lockhart* a resident of *Greenville* County, State of *S.C.* . . . . ., 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 60A and adjoining lands of Ramsay Butler on the North, Border States Lumber Co on the East, Mrs. Mary A. Plumbly on the South, and Mrs. Mary A. Plumbly on the West* . . . . .

That said land has been under lease by the Government (Lease No. *44* . . . ) 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 *March 15, 1919* . . . . .

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 *60* . . . acres to the United States Government for the sum of *Six* . . . . . *hundred* . . . . . Dollars (\$ *600.00* . . . ) 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 *Six hundred* . . . . . Dollars (\$ *10.00* . . . . . ) per acre.

*Witness*  
*John P. Lockhart*  
*David Lockhart*  
The estate of David Lockhart  
*John P. Lockhart* executor  
OWNER

SUBSCRIBED AND SWORN TO BY ONE ME AND IN MY PRESENCE BY THE SAID *John P. Lockhart*  
THIS *28th* DAY OF *May* . . . . . 1919.

*John P. Lockhart*  
*John P. Lockhart*  
NOTARY PUBLIC IN AND FOR *President of Board of officers*  
My commission expires . . . . .

2-27-16 SD

Nara-CP

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F 601.1 Camp Uadswold SC, Lockhart, D.A. Estate