

1000 R/E

RANGE REPORT NO. 75

EIGHTIETH PARTIAL REPORT

OF

BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9,
S.O. NO. 22, DATED JANUARY 22ND, 1919.

PERTAINING TO
RIFLE & ARTILLERY RANGE
CAMP WADSWORTH, S.C.

F I N A L R E P O R T

In The Matter Of

CLAIM

of

S. M. LEE,
110 Choice Street,
Spartanburg, S.C.

LEASE NO. - NONE LESSOR

Board Record No. 118.

FOUR HUNDRED & FIVE ACRES - Land of Geddes Lee

GLASSY MOUNTAIN TOWNSHIP,

GREENVILLE COUNTY, S. C.

SALE PRICE \$

AMOUNT OF CLAIM \$280.00
AGREED ADJUSTMENT 80.00

PROCEEDINGS OF BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S. O. No. 22, HEAD-
QUARTERS, 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.

ARTILLERY CAMP NO. 2

RIFLE & ARTILLERY RANGE

May 28th, 1919.

The Board then proceeded to consider the claim of S. M. Lee, a copy of
which claim is attached hereto and marked Exhibit A.

PRESENT:

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

The claimant, S. M. Lee, filed a claim for \$280.00 as follows:

\$80.00	4000 feet of lumber,
200.00	100 cords of slabs at \$2.00 per cord.

The Board had already on April 21st, 1919, made an inspection of the
land of Geddes Lee, which said land was a part of the Rifle & Artillery Range, and
at that time S. M. Lee or Seth Lee was present, and being duly sworn testified:

That at the time that the Government took possession of the Geddes Lee
Land that he had thereon four thousand feet of first-class lumber and about
one hundred cords of slabs. That he was unable to remove the lumber and slabs from
said land before the Government took possession because of the bad roads. At
that time the Board had in its possession copy of a letter dated April 1st, 1918,
signed by Chas. P. Loeser, 1st Lieut. 107th Infantry, U.S.A., to Captain Wm.H.
Curtiss, Acting Asst. Chief of Staff, 27th Division, U. S. A., in which it was
stated that the matter of this claim would be submitted to the Artillery Commander
for investigation and report. The Board has no record of this matter ever
having been so submitted or any findings made thereon. A copy of this letter
is attached hereto and marked Exhibit B.

The Board also had in its possession a copy of report of a Board on
May 28th, 1918, which recommended the disapproval of this claim, a copy of the
report is attached hereto and marked Exhibit C. From the Report of this Board
it appears that four thousand feet of lumber was hauled to the public road
sometime in August 1917 and that the place to which this lumber was hauled was
off of the reservation but that on account of the bad roads the lumber was left
at the side of the road and no attempt was made to haul it until sometime in
January 1918. Mr. Lee in his testimony before this Board claimed that the
Board which made a report on May 28th, 1918, misunderstood his testimony, and that
the lumber in question was not hauled off of the reservation but was hauled to a
point near the public road and piled there on account of the condition of the
roads until such time as the roads were in condition so that it could be hauled to
market but Mr. Lee was unable to furnish corroborating testimony at that time and
so no action was taken on the S. M. Lee claim until such time as Mr. Lee could
furnish testimony as to this question.

Mr. Lee was notified that the Board would consider his claim on May 28th
at which time such testimony as he might have could be introduced before the Board.

Mr. Lee was present on May 28th and presented Mr. C. S. West a resident in the vicinity of the Artillery Range and Mr. West being duly sworn testified that he knew of this lumber. That he had seen the lumber piled at a point near the public road and within the reservation, viz., where the Geddes Lee land joins the public road and the land of Mrs. Sophronia Center. Mr. West further stated that the roads were impassable for heavy loads prior to the time that the Artillery moved upon the land and that the lumber was still piled at this point when the troops came upon the land and to the best of his knowledge and belief he believes that the lumber was taken by the troops and used for their accommodations. Mr. West described the size of the pile of lumber, which corresponded to the description given by Mr. S. M. Lee.

The Board after a careful consideration of the evidence and an inspection of the place where the lumber was claimed to have been piled, is of the opinion that this four thousand feet of lumber belonging to Mr. S. M. Lee was left on the reservation and not outside the reservation as is reported by the previous Board. That said lumber was of a reasonable value of \$80.00. That said lumber was appropriated by the Artillery of the 27th Division and therefore believes that Mr. Lee should be reimbursed for the value of the lumber so taken.

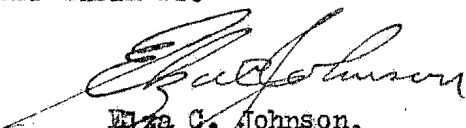
The previous Board had disallowed this claim for one hundred cords of slabs and Mr. Lee had been unable to furnish any additional evidence as to the disposition of these slabs other than that the slabs were taken from the Geddes Lee land while the troops had possession and are now missing. However, this Board believes that the judgment of the previous Board should stand as to the slabs in the absence of the evidence showing that the Government was responsible therefor.


The Board therefore awards to S. M. Lee the sum of Eighty Dollars (\$80.00) for lumber taken as against his claim of \$280.00.

The Board finds no record of any previous Boards other than stated and no record of any payments having been made to S. M. Lee by reason of any damage against the Government. The Board therefore agrees that this is a fair and reasonable adjustment and recommends its approval as per the signed form attached hereto, said form having been furnished by the War Department under date of April 2nd, 1919.

The Board attaches hereto sworn statement of S. M. Lee to accept this adjustment of the Board in full of all 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 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.

THE UNITED STATES AND THE ... FOR THE ...
THE ... OF THE ...
IN THE ... OF THE ...
... THE ... ON ...

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 *J. M. Lee of Leubron and Slabs taken from the*
POST OFFICE ADDRESS *Saw on Slabs described below*
110. Chace Street, Spartanburg, S. C.
NO. OF ACRES *4.05*

LEGAL DESCRIPTION (Must be identical with description in Lease)
Lands from your Deeds for Adjoining Lands of
J. H. Center and George Center on the North;
Daphne Center George Center on East; Evans
Estate on South and Mrs. Rachel Lindvall on
West

Number of acres prior to U. S. occupancy -- in cultivation *80*;
in pasture; in timber land *37.5*; waste land
Value per acre before Government occupancy *15.00*
Leased for Government use *11/20*; date of such lease *Nov. 27, 1917*
Number of such Lease *79* (Yes or No); expiration date *June 30, 1919*; Rental
paid per month *54.75*; Rental paid to *Apr. 1, 1919*; Date
of occupancy by Troops *Dec. 1, 1917*; date troops ceased to occupy
Land *April, 1919*

DAMAGES CLAIMED.

TO BUILDINGS:
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)
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)
4000 feet First Class Lumber @ 20.00 \$80,00
Value per cord *100 Cords of Slabs from Saw Mill @ 2.00 200,00*
\$280,00

FOR CROPS DESTROYED:
Itemize, giving number of acres planted in each kind of crop.

FORM A. Sheet 2.

EXTRA ~~OTHER~~ DAMAGES NOW CLAIMED:

\$ 280.00

If any, specify in detail

Have any claims been considered previously by any Board? *Yes*

If so, when, and what was the estimated damage? (Itemize)
In 1918. No Report made

Has this been paid? *no* . . . Amount actually received *nothing*

I would sell the land above described for \$
or for \$ per acre.

S. M. Lee
OWNER of

STATE OF *South Carolina* Lumber and Stubs
COUNTY OF *Spartanburg*
I, *S. M. Lee*, a resident of *Spartanburg*
County, State of *South Carolina*, being duly sworn,

depose and say:
account
That the above statement of ~~damage~~ *account* to, and ~~market~~ sale value, of
Lumber and Stubs
my ~~land~~ *in Buildings*, described above and used by the United States Government as
in Buildings in connection with the Camp on Cantonment 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 ~~and intend~~ *and intend* 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 contemplated, 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 adjustment by said Board, it being understood that payment therefor must await the necessary appropriations.

S. M. Lee
OWNER of
Lumber and Stubs

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY PRESENCE BY *S. M. Lee*
THIS *20* DAY OF *February* 1919.

John D. Andrews
NOTARY PUBLIC IN AND FOR *Spartanburg*
COUNTY, *South Carolina*
My commission expires *in plain of Governor* 19...

April 1, 1918.

From: Crop, Building and Timber Damage Board, created by S. O. 24, C. S., Hqs., Camp Wadsworth, as modified and amended.

To: Capt. William H. Curtiss, Acting Asst. Chief of Staff, 27th Div., U. S. A.

Subject: Report.

1. Pursuant to instructions, the board has examined and passed upon the claims submitted to it as indicated below:

o. S. M. Lee, N. Choice Stl, Spartanburg, S., C. and e/o D. J. Andrews, Attorney, Spartanburg, S. C. Claim is for slabs, cordage and sawed lumber which, claimant states, was taken by artillery troops between Christmas and New Year, 1917-1918, and used in their camp at Artillery Camp #2 for construction of mule picket line, kitchen shacks, etc. This matter Capt. Curtiss will submit to the Artillery Commander for investigation and report.

(Signed) Charles F. Loeser,
1st Lieut. 107th Inf., U.S.A.

A TRUE COPY OF COPY.

E. S. Johnson
Eliza S. Johnson
Major, Inf. U.S.A.

Exhibit B-

Camp Wadsworth, Spartanburg, S. C.
28 May 1918

From: The Board of Claims appointed per Special Orders #105,
Camp Wadsworth.

To: Commanding General, Camp Wadsworth, S. C.

Subject: Damage claim of S. M. Lee, Spartanburg, S. C.

1. We have visited the property and examined all available testimony in this case.
2. The damage claimed is for 100 cords of slabs and 4,000 feet of lumber claimed to have been taken from land of claimant by soldiers at the rifle range.
3. Claimant has 405 acres within the reservation for which he received from the Government \$54.75 per month. No evidence that the slabs had been taken by the troops was submitted. Saw-mill men in that vicinity state that they give away slabs and that they are not worth hauling from these inaccessible places. Claimant says that in August, 1917, he hauled 4,000 feet of lumber to the public road and off the reservation, and on account of the bad condition of the roads could haul it no farther and left it beside the road and did not return for the lumber until some time in January 1918, at which time the lumber was not to be found. The 105th Field Artillery was in this vicinity and he assumes that they took the lumber (Dec. 19th, 1917). He also states that one, Capt. Wickersham told him that if they needed any slabs the Government would pay for them. These slabs were the by-product of some 200,000 feet of lumber he sold to the Government. He was unable to produce any positive testimony that would make the Government liable for his claim.
4. The Board, with the evidence before it, therefore, is constrained to recommend the disapproval of this claim.
5. All papers submitted to us in reference to this claim are herewith attached.

Chas. B. Rogan, Col. 54th Pioneer Inf.

Board
of
Officers.

Fred J. Mack, Lieut.-Col. 54th Pioneer Inf.

Walter A. Morton, Major 51st Pioneer Inf.

A true copy.

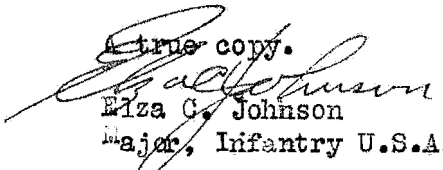

Eliza C. Johnson
Major, Infantry U.S.A.

Exhibit C.

STATE OF)
COUNTY OF)

WHEREAS, pursuant to option or lease and in compliance with Paragraph Special Orders No. this day of entry upon the lands of *Bedford, Va.* of said State and County was deemed necessary by the military authorities of Camp *Madisonville* 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 *Eighty* Dollars (\$ *80.00*), 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 *28th* day of *May* 1919.

J. M. Lee
Owner of Land.

W. H. [Signature]
Member of Board, President.

Fred [Signature]
Member of Board.

W. Collins
Member of Board, Recorder.
at 22me

DM C.

() be prepared in duplicate

A G R E E M E N T

to

F I N A L A D J U S T M E N T .

TO THE UNITED STATES GOVERNMENT:

I, Seth M. Lee; the owner ^{of claim} ~~in fee simple~~

~~of~~ the land described as (Must be identical with description in Lease)

(Wedder Lee) containing approximately 4.05 A. and adjoining lands of J. A. Center and George M. Center on the North, Sophronia Center and George M. Center on the East, Evans Estate on the South and Mrs Rachel Lindsay on the West located in . . . Greasy Mt. . . Township, Greenville County, . . . SC

and used by the Government for Military Purposes, hereby agree to accept the sum of . . Eighty Dollars

(\$ 80.00), in full of damages to said land by reason of the occupancy of said land by troops, erection of buildings thereon, cutting of timber, laying of roads, water pipes and sewers, construction of trenches and rifle ranges or any other act of the Government, and

HEREBY release the Government of the United States from any and further obligations and responsibility for the said land from this date notwithstanding rent for same may be paid to the expiration of the Lease now existing, or to any other time;

AND FURTHER Offer the said tract of land consisting of

. acres to the Government for Dollars

(\$), and if this offer is accepted agree to give a fee simple title clear of all incumbrances.

S. M. Lee

WITNESSES

[Signature]
[Signature]
at 42 me

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY PRESENCE BY THE SAID

S. M. Lee

THIS 28 . . DAY OF May . 1919

[Signature]
Notary Public in and for Pres. Board of officers

COUNTY

My Commission expires 1919.

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 Mamie Ethel Lee . . . 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 (\$ ____) 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.

* In the consideration of the repair of road by the D.M. Lockhart Est.

WITNESS our hands and our seals this 19th day of June, 1919.

MAMIE ETHEL LEE, (signed)
Owner of land.

ELZA C. JOHNSON,
Major, Infantry, U.S.A. (signed)
Member of Board, President.

FRED L. ACKERSON, (signed)
Member of Board.

L. R. COLLINS, (signed)
Member of Board, Recorder.
1st Lt., Q.M.C.

Incl. 1.

227-16SD

NANA-CP

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F Camp Wadsworth SC Lee (claim)