

FORM C
2 Partial Report
108.
w/ wadswath se

(To be prepared in duplicate)

AGREEMENT
to
FINAL ADJUSTMENT.

TO THE UNITED STATES GOVERNMENT:

I, Mary A. Plumley, the owner in fee simple of the land described as (Must be identical with description in Lease) containing approximately 365 A and adjoining lands of Border States Lumber Company on the north, Morris Plumley on the east, Mrs. Harriet V. Howard on the south, and Border States Lumber Company on the west

located in . . . Glassy Mountain . . . Township, Greenville . . . County, South Carolina . . ., and used by the Government for Military Purposes,

hereby agree to accept the sum of Twenty four Dollars (\$ 24.00 . . .), 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 365 . . . acres to the Government for . . . ten thousand Dollars (\$ 10,000.00 . . .), and if this offer is accepted agree to give a fee simple title clear of all incumbrances.

Mary A. Plumley
in

WITNESSES: John Plumley
.....
.....

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

Mary A. Plumley

THIS 11th DAY OF July, 1919

John G. Hardman

NOTARY PUBLIC IN AND FOR SC

COUNTY Spartanburg

My Commission expires November 1st 1919.

R. Park
102-105
Camp. Wadsworth
SE

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 *Mary A. Plumley*
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 1877 . .
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 Twenty four Dollars (\$24⁰⁰),
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 13th day of June
1919.

Mary A. Plumley *Edgar W.*
Owner of land Member of Board, President.

. Member of Board Member of Board, Recorder.

RANGE REPORT NO. 102

ONE HUNDRED & EIGHT PARTIAL REPORT

of

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

PERTAINING TO
RIFLE & ARTILLERY RANGE

CAMP WADSWORTH,
S.C.

FINAL REPORT

In The Matter Of

CLAIM

of

Mary A. Plumley,
Landrum, S.C.
RFD 3.

LEASE NO. 53 -----BORAD RECORD No. 51

THREE HUNDRED SIXTY FIVE ACRES
GLASSY MOUNTAIN TOWNSHIP
GREENVILLE COUNTY, S. C.

SALE PRICE \$10,000.00

AMOUNT OF CLAIM \$199.00
AGREED ADJUSTMENT 24.00

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, So.O. No. 23, Headquarters, CAMP WADSWORTH, S. C., DATED MARCH 24th, 1919,

and

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

ROAD RUNNING NORTH OF THE
ARTHUR HOWARD PLACE ABOUT
ONE HALF MILE EAST OF THE
GLASSY MOUNTAIN CHURCH,

May 12th, 1919.

The Board met to consider the claim of Mrs. Mary A. Plumley, a copy of which claim is attached hereto and marked Exhibit A.

PRESENT:

Major Elza C. Johnson, Infantry, USA,
Captain Fred L. Ackerson, Q.M. Corps,
1st Lt. L.R. Collins, Q.M. Corps.

The Board proceeded to take evidence and go over the land of Mrs. Mary A. Plumley, same being a three hundred and sixty five acre tract of land leased to the Chamber of Commerce under Lease No. 53, being the same property included in the Blanket Lease between the Chamber of Commerce and the United States Government under date of November 27th, 1917, which expired June 30th, 1918, but was renewed by its terms for an additional period expiring June 30th, 1919, said lease having been duly cancelled by Major Geo. E. Gangloff, Judge Advocate, Camp Wadsworth, S. C., notice of said cancellation being given to this Board under date of February 27th, 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 letter from Brigadier General Geo. W. Burr to the Commanding General at Camp Wadsworth, S. C., December 31st, 1919.

The lessor, Mary A. Plumley, filed a claim for \$199.00 as follows:

\$25.00	.....	for damage to buildings,
25.00	.....	for damage to ground
25.00	.....	for damage to founder <i>founder</i>
100.00	.....	for damage to road &
24.00	.....	for cross ties burned and rotted.

The Board had previously notified Mrs. Mary A. Plumley that the Board would meet on May 12th at this place but neither the lessor nor any representative of the lessor was present at the time that the Board met. However, while the Board was making an investigation and inspection of the land of James Howard and Levi Howard, one Thomas Plumley appeared before the Board and stated that he was the same Thomas Plumley who had made the statement of damages for his mother Mrs. Mary A. Plumley and that he was duly authorized to make a settlement with the Board although he had no credentials in writing. The Board proceeded to go over the land of Mrs. Mary A. Plumley with him, taking for granted that he was duly authorized inasmuch as he had sworn to the claim as shown by Exhibit A.

The Board found from a personal inspection of the property and from the testimony of Mr. Thomas Plumley that there was no damage to the buildings and Mr. Plumley admitted on examination that this claim for damages had been made from information received from other parties and not from his own personal investigation.

REVENUE DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.
PROCEEDINGS OF BOARD OF ADJUSTERS HELD AT SWEETWATER, WYO., APRIL 28, 1919.

The Board further found that a small portion of claimant's land had been under shell fire and that there were a few shell holes still in evidence but that the rain had washed the dirt into these shell holes so that there was apparently no damage to the ground. The Board therefore found that there was no damage to the ground.

The Board found no damage to the timber on this part of the Range but were informed by Thomas Plumley that there was another portion of the same tract of land which lay over on the farther side of the ridge and that he agreed that there was no damage to this part of the land, which was first inspected, but that he could not tell as to the timber on the other side of the Range.

There was a claim of \$100.00 for damage to the road. This road was the road leading to the Mary A. Plumley house. A portion of this road was covered by the Board in its inspection and no evidence that any shells had destroyed this road or injured it in any way was found. Only a portion of the road was inspected by the Board at this time inasmuch as it was getting late and inasmuch as Thos. Plumley informed the Board that Mary A. Plumley could not be present for the reason that a younger brother had been kicked by a mule and rushed to the hospital and the mother had gone with the younger brother to the hospital.

The Board upon the application of Thomas Plumley^{Ed} agree to defer further consideration of the claim until such time as Mrs. Plumley could be given the opportunity to be present.

The Board therefore proceeded to further business.

Elza C. Johnson
Elza C. Johnson,
Major, Infantry, USA.
Fred L. Ackerson
Fred L. Ackerson,
Captain, Q.M. Corps.
L.R. Collins
L.R. Collins,
1st Lt., Q.M. Corps.

JUNE 9th, 1919.

The Board met at the house of William Pierce on the General Pierce Estate.

PRESENT;
Major Elza C. Johnson, Infantry, USA,
Captain Fred L. Ackerson, Q.M. Corps.
1st Lieut. L.R. Collins, Q.M. Corps.

The Board had notified Mrs. Mary A. Plumley that they would meet at the above mentioned place on June 9th at 10:30 A.M. to further consider her claim for damages. The Board therefore met as per the notice but neither Mary A. Plumley nor Thos. Plumley were present. The Board after waiting a reasonable length of time proceeded to go over the additional part of the land of Mrs. Mary A. Plumley and to make a personal inspection of all that part of the land not previously inspected. After this inspection the Board proceeded to take the testimony of Alfred Gentry, who owns a tract of land immediately adjoining the Mary A. Plumley land and using the same road to get to his land that is used by Mary A. Plumley in order to reach her house. From Mr. Gentry's testimony and from a personal

the Board... No damage to the property... The Board therefore finds that no damage was done.

inspection of the road, it was found that this road was in no worse condition than it was prior to Government occupancy and therefore no damage had been done to the road by reason of Government occupancy. The Board therefore finds that no damage was done.

The Board made a further inspection of the timber on the Mary A. Plumley place and found no evidence of any timber having been destroyed either by shell fire or by being cut or by any other act of the Government. The Board is therefore of the opinion that no damage was done to the timber on the Mary A. Plumley place.

In the matter of the claim of \$24.00 for cross ties, the Board found that there were numerous cross ties cut ~~down~~ upon said land prior to the time that the Government took possession. From the best evidence obtainable the Board is of the opinion that these ties could not have been removed prior to Government occupancy and that the same have been on the said land and allowed to rot during the time of Government occupancy. It appears from the testimony taken in this and other cases that the timber in this country is cut while the sap is in the tree, there being not sufficient cold weather to force the sap into the ground. It is further shown that when trees are cut with the sap in the trees that it is necessary to immediately haul the timber or lumber out of the forest and to take certain precautions in order to preserve it during the process of drying, otherwise the worms will infest it and the same will become rotten and worm eaten and of no value. The cross ties which were found upon the Mary A. Plumley place and were in evidence appeared to be worm eaten and rotten and it is the opinion of the Board that if these cross ties were on the land and could not be moved by reason of Government occupancy that Mary A. Plumley would be entitled to reimbursement therefor.

The Board finds the record of a previous Board having been appointed to investigate matters of this kind on the Range, a copy of which order is attached hereto and marked Exhibit C. The Board has no record of any report having been made by this Board and no record of any payments having been made by reason of any cross ties. The Board, however, has a copy of a report under date of April 1st, 1918, made to Capt. Wm. A. Curtiss, Acting Asst. Chief of Staff, 27th Division, and signed by Chas. P. Loeser, 1st Lieut., 107th Infantry, which refers to crop damage on Mary A. Plumley's place and also refers to permission to remove the cross ties at such time as it would not interfere with the Government use of the land, a copy of which report is attached hereto and marked Exhibit D. From this report it appears that there were cross ties upon the said land and that it was necessary to give permission to remove the same in order to save the Government from paying damages therefor. This is in effect an admission that unless the cross ties were permitted to be removed that the Government would be responsible for the payment of the ties. There is no record that any such ~~payment~~ permission was ever given and inasmuch as there is evidence of the cross ties still being on the land that they are of little or no value at the present time, the Board is of the opinion that Mrs. Mary A. Plumley should be reimbursed in the sum of \$24.00 as claimed.

The Board therefore awards to Mrs. Mary A. Plumley the sum of \$24.00 for cross ties and finds that there are no other damage upon said land.

The Board therefore agreed to submit their report to Mrs. Mary A. Plumley for approval and the same was mailed to her together with Form C which is an Agreement to Final Adjustment.

The Board finds from the filed report which is marked Exhibit C that an allowance of \$25.00 was made for crop damage to Mrs. Plumley and also that, from her statement in Exhibit A, the said amount has been paid.

The Board therefore adjourned to meet at the call of the President at such time as word could be received from Mrs. Plumley as to whether she would accept the award of the Board.

THE BOARD HAS CONSIDERED THE CLAIM OF MARY PLUMLEY AND HER SON THOMAS PLUMLEY AND HAS RECOMMENDED THAT NO PAYMENT BE MADE UNTIL MRS. PLUMLEY SHALL SIGN A COMPLETE RELEASE TO THE GOVERNMENT OF ALL DAMAGE BY REASON OF GOVERNMENT OCCUPANCY OF HER LAND.

The Board attaches hereto copy of the lease, same being marked Exhibit B.

The Board then proceeded to further business.

Elza C. Johnson
Elza C. Johnson,
Major, Infantry, USA.

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

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

Utilities Building,
Camp Wadsworth, S. C.

July 12, 1919.

The Board met to further consider the claim of Mary A. Plumley.

PRESENT:

Major Elza C. Johnson, Inf. U.S.A.
Capt. Fred L. Ackerson, Q. M. C.

ABSENT :

N O N E

Lt. Collins, Q. M. C., previously a member of this Board was discharged on June 21st, 1919, and his place has not yet been filled.

The Board having received a notice from Thomas Plumley, Son of Mrs. Mary Plumley that he would appear before the Board for a further consideration of Mrs. Plumley's claim, on Tuesday, July 8th, had agreed to re-open and re-consider the said claim. On account of rain on July 8th, Thomas Plumley did not appear, but the Board received a letter addressed to Major Gangloff (George E.) signed by Mary Plumley, copy of which letter is attached hereto, and marked Exhibit "E". The Board, therefore, notified Mrs. Plumley that they would meet her or her representative at any time before noon, on Saturday, July 12th, but that this would be the last chance for them to appear before the Board. A copy of this letter is attached hereto, and marked Exhibit "F".

Neither Mary Plumley or her Son, Thomas Plumley, appeared before the Board prior to 12 o'clock noon, July 12th, 1919, nor before 1 o'clock on the same day, the Board remaining in session one hour past the time set for the purpose of considering any matter which they might present, and these parties still not appearing, the Board, therefore, after a further careful consideration, reaffirm their previous findings, and previous recommendation- To wit: that the only damage sustained to Mary Plumley, is the sum of \$24.00 for cross-ties burned, and recommend that no payment be made thereto until Mrs. Mary Plumley shall sign and a complete release to the Government of all damage by reason of Government occupancy of her land.

The Board then proceeded to other business.

Elza C. Johnson
Elza C. Johnson,
Major, Inf., U. S. A.
Fred L. Ackerson
Fred L. Ackerson,
Captain, Q. M. C.

The body of this form is subject to the provisions of the laws and regulations governing the use of the same.

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 *Mary A. Ramsey*
POST OFFICE ADDRESS *Landsdowne R. D.*
NO. OF ACRES *365*

LEGAL DESCRIPTION (Must be identical with description in Lease)

Adjoining lands of Borden State Lbr. Co. on the North; Morris Property on the East; Mrs. Harriet Howard on the South & Borden State Lbr. Co. on the West.

Number of acres prior to U. S. occupancy -- in cultivation *78* ;
in pasture *50* ; in timber land *none* ; waste land *237*
Value per acre before Government occupancy *\$30*
Leased for Government use *Yes* ; date of such lease *11/21/17*
Number of such lease *53* (Yes or No) ; expiration date *6/30/19* ; Rental paid per month *62* ; Rental paid to *July 1919* ; Date of occupancy by Troops ; date troops ceased to occupy Land

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. *\$25.00*

TO GROUND: (If none, say none)
By trenches *25.00* By sewer pipes
By latrines By water pipes
By tramping By erection of buildings
Timber claimed to have been cut or taken (in cords) *50*
Value per cord *50* \$ *25.00*

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

STATE OF SOUTH CAROLINA
DEPARTMENT OF AGRICULTURE
OFFICE OF THE COMMISSIONER OF LANDS AND WATER
COLUMBIA, SOUTH CAROLINA

TOTAL OTHER DAMAGES NOW CLAIMED:

If any, specify in detail
60 Cross-ties Burned & Rotted \$ 24.00
Damage to road by Shells \$ 100.00

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

If so, when, and what was the estimated damage? (Itemize)

Crop Damage \$ 25.00

Has this been paid? *Yes* ... Amount actually received *\$ 35.00*

I would sell the land above described for \$ *10,000*
or for \$ *30.00* per acre.

Mary A. Plumley
OWNER
By *Thos. Plumley*

STATE OF *SC*
COUNTY OF *Spartanburg*

I, *Mary A. Plumley*, a resident of *Roddy*
NC County, State of *NC*, 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 an *Artillery Range*, 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 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 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.

Thomas Plumley
OWNER

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY PRESENCE BY

Thomas Plumley for Mary A. Plumley
THIS *21* DAY OF *July*, 1919.

John G. Landrum
NOTARY PUBLIC IN AND FOR *Spartanburg*
COUNTY, *SC*

My commission expires *Jan 1 1920*

Mary A. Plumley
is with & unable
to sign papers
related to property
of this property

State of South Carolina,
County of Greenville, ss.

This lease made as of the 27th day of November, 1917, by and between Mrs. Mary A. Plumley, of Glassey Mountain Township, 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 365 acres and adjoining lands of Border State Lumber Company on the north, Morris Plumley on the east, Mrs. Harriet V. Howard on the south, and Border State Lumber Company 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 postpaid envelope addressed to the lessor at Landrum, Route, 3, Greenville County, South Carolina,

yielding and paying rent at the rate of Seven hundred fifty dollars (\$750.00) per annum, payable as follows: seventy-two dollars (\$72.00/100) for the period ending December 31, 1917, payable at any time prior thereto, and one hundred eighty seven dollars 50/100 (\$187.50/100) 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 ~~damage-~~ 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 (50c) per cord on top stomp, 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 and 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 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 thereafter become due, together with all interest and penalties thereon. In the event of failure to pay the same or other 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 lessor does hereby certify that in consideration of the covenants and conditions hereinafter mentioned the lessee...
...Spartanburg Chamber of Commerce...
...this lease made as of the 27th day of November, 1917, by and between the...
...County of Spartanburg, as...

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 said 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, successors and assigns.

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

Witness:

As to Lessor (Frank J. Felbel)
(William F. Philips)

her X mark
Mrs Mary A. Plumley (L.S.)
Party of the first part (lessor)

As to Lessee (Frank J. Felbel)
(William F. Philips)

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 William F. Phillips, witnessed the execution thereof.

Frank J. Felbel

(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 Mrs. Mary A. Plumley 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 4th day of December, A. D., 1917.

(SEAL)

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

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

the interest of said land... the use and occupation thereof... the lease... the provisions with respect to crop, timber, building and other loss and damage are amended to read as follows:

Lease between Mary A. Plumley 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 or 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 Lessor: Joseph Crawford, Charles P. Loeser; Mary A. Plumley her Xmark (L.S.) Party of the first part (lessor). As Lessee: Frank J. Felbel, Don C. Bartholomew; 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 Charles P. Loeser, who, being duly sworn, says that he saw Mary A. Plumley sign, seal, and as her act and deed, deliver the above written instrument, and that he, with Joseph Crawford witnessed the execution thereof.

&& Charles P. Loeser

Sworn to and subscribed before me this 9th day of January, 1918.

(SEAL)

Roy P. Whitlock (L.S.) Notary Public for South Carolina.

A TRUE COPY Major, Infantry Unassigned Exhibit B--3

Elizabeth C. Johnson

THE BANK OF LANDRUM

H. B. Carlisle, Pres.,

Roy P. Whitlock, Cashier.

State of South Carolina

County of Greenville.

We, Lou Emma Ballew, Ella Wofford and Thomas Plumley, of Greenville County, S. C., do hereby irrevocably nominate, constitute, and appoint, Mary A. Plumley, of Greenville County S. C., agent, with full power in our names and behalf to let and demise for military purposes all or any part of land or lands belongs to us or in which we may have any interest, situated in Glassy Mountain Township, Greenville County, S. C., and to make, execute, and deliver, a lease or leases of said property to Paul V. Moore as Manager Spartanburg Chamber of Commerce, or to the United States, or otherwise, and to collect the rents and profits therefrom, and compensation for loss and damage, and to do such other acts and execute such other instruments as may be necessary in connection therewith, with full power of substitution, hereby ratifying all such leases heretofore signed by said agent affecting the said property.

Witness our hands and seals this 1st day of December, 1917.,

Thomas Plumley
his X mark. (L.S.)

Lou Emma Ballew (L.S.)

Ella Wofford (L.S.)

In the presence of
As to Thomas Plumley

- (1) Frank J. Felbel
- (2) William F. Philips

In the presence of
As to Ella Wofford

- (1) W. S. Hall
- (2) T. W. Ballew

In the presence of
As to Lou Emma Ballew

- (1) Fred Wofford
- (2) Lee Wofford

A TRUE COPY

Eliza C. Johnson
Eliza C. Johnson
Major, Infantry Unassigned.

EXHIBIT B4

H. B. GILBERT, Major

HEADQUARTERS, QUARTERS

THE STATE OF SOUTH CAROLINA

SPECIAL ORDERS
NO. 24.

HEADQUARTERS,
CAMP WADSWORTH, SOUTH CAROLINA.

E X T R A C T .

5. A Board of Officers to consist of:

Captain William A. Ross, 102nd Engineers,
1st Lieut. L. F. Odell, 102nd Engineers,
1st Lieut. Walter C. Raney, 1st Anti-Aircraft M.G. Co.

is appointed to meet at the Ordnance Administration Building on the Rifle Range, Glassy Mountain Township, Greenville County, S. C., and such other places as the President may from time to time designate, at the call of the president, to investigate, make recommendation and report upon crop, timber and other damage which should be settled by the township. The Board will also examine and appraise all buildings, fences and other improvements which it may be necessary to remove or otherwise dispose of in connection with the occupancy of the above mentioned tract of land by the Government.

By Command of Brigadier General Carleton:

GILBERT HODGES, Jr.,
Adjutant General,
Camp Adjutant.

A TRUE COPY OF COPY

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

Exhibit C-

PROPERTY OF DEPARTMENT OF COMMERCE

EXHIBIT

NO. 54
SPECIAL ORDERS

CAMP WADSWORTH, SOUTH CAROLINA
HEADQUARTERS

April 1, 1918.

From: Crop, Building and Timber Damage Board, created by S. O. 24,
C. S., Hdqrs. Camp Wadsworth, as modified and amended.
To: Captain 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:
 - a. Mary A. Plumley, Lendrum, S. C., Approved and recommended for payment of \$25.00 crop damage and request for permission of Brig. Art. Commander given to claimant to remove railroad crossties refer red to at such time as will not interfere with Government use of land, and which ties can be sold by the owner, thereby saving the Government damage therefor.

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

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

Exhibit D-

FROM: Major George C. Brangloff, Judge Advocate, Camp Woodworth

APRIL 1, 1918

Major George C. Brangloff
Judge Advocate
Camp Woodworth

In reply to yours of
some 15th in regards to the amount
of damage you want to pay us in
settlement for damage to our land
in Glessy Mt Township under Section
2. I will say that I can not accept
such settlement as I put in my
claim very small considering the
actual damage done. This amount will
not pay for the loss of the land
near the damage to my home and
land and land, as I am in bed
with today it is impossible for
me to be at your office

today. Please let me hear from
you further concerning this so I
may know just what steps to
take. yours truly,

Mrs. Mary A. Plunket

London
D.C.

Major George E. Gangloff,

Judge Advocate,

Camp Wadsworth.

In reply to yours of June 15th in regards to the amount of damage you want to pay as in settlement for damage to our land in Glassy Mt. Township under Lease No. 50 will say that I can not accept such settlement as I put in my claim very small considering the actual damage done. This amount will not pay for the cross ties burnde not to mention the damage to my house and and barns and land. As I am in bed sick today it is impossible for me to be at your office today. Please let me hear from you farther concerning this so I may know just what steps to take.

Yours truly,

Mrs. Mary A. Pluhley,

Landrum, S.C.

True Copy



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

Exhibit E.

Camp Wadsworth, S. C.

July 9, 1919.

From: The Board of Officers appointed Par. 9, S. O. 22, Headquarters, Camp Wadsworth, S. C. dated Jan. 22nd, 1919.

To: Mrs. Mary A. Plumley, Landrum, S. C. Route 3.

Subject: Claim for Damages.

1. Your letter addressed to Major Geo. E. Gungloff was received by this Board, and is evidently intended for the Board, as it replies to our letter of June 15th.

2. The Board will meet you, or your representative, at our office on Saturday morning, June 12th. In as much as the Board are ordered to close up all claims before July 15th, this will be your last opportunity.

3. As stated in our previous letter, the Board made a careful examination of the buildings on your place in company with your Son, Thomas Plumley. Mr. Plumley stated to us at that time that he could see no damage. That ought to settle that part of your claim. As to the damage claim to the road, the Board had travelled over the entire length of it in an automobile, and took the statement of Mr. Gentry as to its condition prior to Government occupancy, and could find no place in the road where there was any apparent damage. A portion of this road was also gone over with your Son, Thomas Plumley, and no damage pointed out by him. He admitted at that time, that he had made the claim without making a careful, personal examination, and also admitted that in so far as that part of the property which he went over with the Board, that he could see no damage, but was not able to tell us about the other part of the property; therefore, we gave another chance for him to meet the Board, and go over the property. Inasmuch as we made a special trip at the time we agreed to meet him, and he did not show up, we concluded that he had been over the property, and found no damages, but nevertheless, in order to be sure that there was no damage, the Board made a personal inspection. That eliminates all parts of your claim, except the claim of \$24.00 for cross-ties. We doubt very much that you would be able to prove this claim in court as a liability on the part of the Government, but we are giving you the benefit of the doubt, and have offered to settle for the amount claimed for your cross-ties. We believe that this is a fair settlement, and if you desire to settle on this basis, please sign and return the ~~pp~~ papers sent you before Saturday; otherwise you may appear before the Board on Saturday, but you must come prepared to prove that the Government is liable for these cross-ties.

Ella C. Johnson, Major, Inf.,
President of Board

3072 5* 1070*

3072 5* 1070*

Camp Wadsworth, S. C.,

July 9, 1919.

From: The Board of Officers appointed Par. 9, S.O. 22, Headquarters, Camp Wadsworth, S. C., dated Jan. 22nd, 1919.

To: Mrs. Mary A. Plumley, Landrum, S. C., Route 3.

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Elza C. Johnson, Major, Inf.
President of Board.

True Copy

Elza C. Johnson

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

Exhibit F.

1919

COMB MEMORANDUM No. 20

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 *Mary A. Plunket* 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 *the entry - for use* Dollars (*\$2400*), 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 *9* day of *July* 1919.

Frank L. Lickens
Member of Board

Charles W.
Member of Board, President.
L. R. Collins
Member of Board, Recorder.

WAR DEPARTMENT BOARD OF APPRAISERS,
Munitions Bldg., 19th & B Sts.,
WASHINGTON, D. C.

File No. 91 L/C.
Case under G.O. #102, W.D. 1919.

October 11, 1919.

In the matter of the claim for)
damages of Mary A. Plumley,) R E P O R T.
Landrum, S. C.)

This is a claim of one Mary A. Plumley, of Landrum, S. C., for damages claimed to have been sustained on property of which she was the owner, and which was leased to the United States for military purposes. The claim is itemized as follows:

- \$25.00 for damage to buildings.
- 25.00 for damage to grounds.
- 25.00 for damage to timber.
- 100.00 for damage to road.
- 24.00 for cross ties burned and rotted.

The land owned by claimant is approximately 365 acres, and located in Glassy Mountain Township, Greenville County, S. C.; that it adjoins lands of Border State Lumber Company on the North, lands of Morris Plumley on the East, lands of Harriet V. Howard on the South and lands of the Border State Lumber Company on the West. This land of claimant was leased to the Chamber of Commerce, Spartanburg, S. C., under lease No. 53, and was by the said Chamber of Commerce, included in blanket lease to the United States Government under date of November 27th, 1917.

This claim was considered by a Local Board of Officers, convened pursuant to paragraph 9, Special Orders No. 22, Headquarters Camp Wadsworth, S. C., dated January 22, 1919, as amended by paragraph 13, Special Orders No. 23, Headquarters Camp Wadsworth, S. C., dated March 24th, 1919.

At the consideration of this claim, the claimant was represented by her son, Thomas Plumley, who appeared before the Board and stated that he was the same Thomas Plumley who had made the statement of damages for his mother, the claimant, and that he was duly authorized to make settlement with the Board.

A personal inspection was made of the building that was said

File No. 91 L/C.

-2-

October 11, 1919.

by claimant to have been damaged by troops, and from the testimony of Thomas Plumley, the Board concluded that there had been no damage to buildings, and the Board reported that Mr. Plumley admitted, on examination, "that this claim for damages had been made from information received from other parties and not from his own personal investigation". On examination of claimant's land, the Board ascertained that a small part of same had been under shell fire, and that there were a few shell holes still in evidence, but that the rain had washed the dirt into these shell holes so that there was apparently no damage to the ground. The Board examined the timber standing on this land, but could find no damage to timber. Mr. Plumley accompanied the Board over a portion of this timber land, and agreed that there was no damage to timber on the land which he visited with the Board. The Board examined the road which claimant states was damaged to the extent of \$100.00, and as a result of said examination, the Local Board concluded: "This road was the road leading to the Mary A. Plumley house.....No evidence that any shells had destroyed this road in any way was found" moreover, the Board took the testimony of one Alfred Gentry, who owns a tract of land immediately adjoining the Mary A. Plumley land, and uses the same road to get to his land, and as a result of said testimony, and from personal inspection, the Board concluded that the road was in no worse condition than it was prior to Government occupancy, and that no damage had been done to said road by reason of said occupancy. Examination by the Board disclosed numerous cross ties upon claimant's land. From the best evidence obtainable, the Board is of the opinion that these cross ties could not have been removed prior to Government occupancy, and that same have been on the land and allowed to rot during that period. It appears from testimony that the timber in this country is cut while the sap is in the trees, there being not sufficient cold to force the sap into the ground, and in order to save the lumber, it is necessary to immediately haul the timber away out of the forest, otherwise, it becomes infested with worms and rotten. The cross ties found by the Board on the Mary A. Plumley place, were ruined.

There was furnished to the Board, a copy of a report under date of April 1st, 1918, made to Capt. Wm. A. Curtis, Acting Assistant Chief of Staff, 27th Division, signed by 1st. Lt. Chas. P. Loeser, 107th Infantry, which refers to crop damage on the Plumley place, and also refers to permission to remove cross ties at such time "as it would not interfere with the Government's use of the land". From this report it appears that there were cross ties upon the said land, and that it was necessary to give permission to remove the same in order to save the Government from paying damages therefor. The Local Board was of the opinion that

File No. 91 L/C.

October 11, 1919.

this was an admission that, unless the ties were permitted to be removed, the Government would be responsible to the claimant therefor. The Board could not find that any such permission had ever been given. The Local Board therefore recommended that claimant be reimbursed in the sum of \$24.00 for cross ties ruined on account of her inability to remove same from the land. Claimant agrees in writing to accept the sum of \$24.00 in full and complete satisfaction for damage of any kind and all kinds to her land and appurtenances thereto, of whatsoever nature, incident to the entry, occupation or removal from said land by the United States Government.

The decision of the Local Board that no damages were due claimant on account of buildings, grounds, timber and roads on claimant's property is concurred in as being just and reasonable. This leaves only the matter of recommendation of the Local Board to the effect that \$24.00 should be allowed in damages to claimant on account of the ties left by her on this leased land. The lease entered into by the claimant with the Spartanburg Chamber of Commerce, and the subsequent blanket lease entered into by the said Chamber of Commerce with the Government, contain the following reparation clause:-

"That the lessees 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..... or to 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,

but neither of the 2 leases reserves to the claimant the right to enter upon his land for the purpose of removing these ties.

In view of the above facts, the War Department Board of Appraisers recommends that the claim of Mary a Plumley, of Landrum, S. C., be denied, and that the claimant be notified accordingly.

WAR DEPARTMENT BOARD OF APPRAISERS,

By *W. S. Valentine*
W. S. VALENTINE,
Colonel, Cavalry,
Acting Chairman.

WSE/twf.

Adopted October 23, 1919.
WAR DEPARTMENT BOARD OF APPRAISERS,

By *J. L. Knowlton*
J. L. KNOWLTON,
Colonel, Coast Artillery Corps,
Chairman.

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Plumley, Mary