

WAR DEPARTMENT BOARD OF APPRAISERS  
MUNITIONS BLDG., 19TH & B STS.  
WASHINGTON, D. C.

File No. 981 E/E.  
Case under S.O. 39, W.D. 1919.

October 21, 1919.

In the matter of the claim of )  
W. M. Pitman, of Landrum, S.C. ) REPORT.

This is a claim for \$25.00 damage to a road on land owned by claimant, and on tract of land approximately 44 acres, leased to the Chamber of Commerce, Spartanburg, S. C., and by the said Chamber of Commerce leased to the United States under date of November 27, 1917, which land is more particularly described as follows:

Located in Glassy Mountain Township, Greenville County, S. C., and adjoining lands of the Border State Lumber Company on the North, F. R. Pitman on the East, Morris Plumley on the South and the Border State Lumber Company on the West.

This claim was considered by a Local Board convened pursuant to paragraph 9, Special Orders 22, Headquarters, Camp Wadsworth, S. C., January 22, 1919.

This Local Board inspected the land of claimant and the road claimed to have been damaged, and determined that the only road to the Pitman land is a road which crosses the lands of the D.M. Lockhart Estate, which said road is a private road maintained equally by claimant and the Pitman land owner. This Pitman land was originally leased by the Government, but was subsequently sold to one Emma Ethel Lee. It was also found that this road connected with another private road crossing the Lockhart land, which was maintained by the Lockhart Estate and was an extension of the private road above referred to, connecting with the public highway. No part of this road was on the Pitman land, but it was all within the area covered by shell fire and near to the target positions for the artillery. It was found that the road was broken by shell fire permitting same to be washed away and entirely destroyed as a road, and that during the period that the troops were on the range, the road was entirely abandoned and a temporary road constructed across the Lockhart Estate by the troops. In the settlement of damages to the Lockhart Estate the reconstruction of this entire road as a private road was taken into consideration by the Local board, and to avoid complications, it was agreed between Lockhart and the claimant, that the reimbursement for the reconstruction of this road, should be made to the

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Lockhart Estate, and the road reconstructed by the Estate.

No further damage was found to the Pitman land proper. The Board therefore recommended that no award issue, and submits with its report a release from claimant in full of damages to his land by reason of the occupancy thereof by troops, erection of buildings thereon, cutting of timber, laying of roads, water pipes, sewers, construction of trenches and rifle ranges, or any other acts of the Government.

In view of the above facts, the War Department Board of Appraisers concurs in the recommendation of the Local Board and recommends that this claim be rejected, and the claimant notified of the action taken.

WAR DEPARTMENT BOARD OF APPRAISERS,

By W. S. VALENTINE,  
Colonel, Cavalry.  
WSV/twf.

WASHINGTON, D. C.  
MILLITARY BOARD OF APPRAISERS

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 *N. M. Coleman* 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 23, 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 . . . . . *None* . . . . . 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 *29* day of *May* 1919.

*N. M. Coleman*  
Owner of land.  
*Fred Pickerson*  
Member of Board.  
*W. H. Johnson*  
Major, Infantry, U.S.A.  
Member of Board, President.  
*L. R. Collins*  
Member of Board, Recorder.  
*et al 2 me*

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