

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

File No. 1493 R/B
Case under G.O. 59, W.D., 1919.

October 24, 1919.

In the matter of the claim of Wade H. Plumley, Campobello, S. C. }
Wade H. Plumley, Campobello, S. C. } REPORT

This is the claim of Wade H. Plumley, Campobello, S. C., herein after referred to as the claimant, for damage more particularly itemized as follows:

Damage to property by 105 F.A.	Off of Reservation	
Wood & Wire fence and posts	\$140.00	
Fruit trees and timber cut	60.00	
Damage to land by animals, tramping, etc.	375.00	
Lumber & boards	35.00	
Damage by 104th and 105th to land	<u>175.00</u>	\$785.00
Damage by same commands on Reservation		
Wire fence and post	480.00	
Timber cut	250.00	
Fruit trees	<u>55.00</u>	795.00
Aggregating a total of		<u>\$1580.00</u>

The portion of this claim, aggregating \$1580, which concerns itself with damages alleged to and on certain land leased to the Government by this claimant, is considered and is reported upon under File No. 90 1/0 in which an award of \$327.00 was recommended. This entire claim was considered by a Local Board of Officers appointed by Paragraph 9, M.O. 22, Headquarters, Camp Wadsworth, S.C., dated January 22nd, 1919. This Board had before it the report of a previous Board of Officers which had considered claims submitted by this claimant. The proceedings of this previous Board showed that it had arrived at no conclusion but informed the claimant "that the damage to the land and trees cut had better be adjusted when the Government settles this lease, thus avoiding the confusion of partial payments from time to time." The previous Board remarked in connection with this claim "Claimant appears to be suffering from an aggravated case of the 'itching palm' and the Board recommends that subsequent claims by this party be scrutinized with extreme care."

The Local Board swore the claimant and then proceeded to inspect his land and the damages claimed on same. The Board remarks: "Questions asked by the Board of Mr. Plumley were evaded It was impossible to get any direct answer as to amounts or values. This was especially true in regard to the item for lumber and boards," for the removal of which Mr. Plumley claimed damages of \$35.00. Plumley also claimed \$65.00 for damage to fruit trees, but was unable to state even approximately how many trees were destroyed, or the size of them, or anything in relation to them except that he knew that a large amount of them were destroyed. The Local Board

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thereupon adjourned in order to permit claimant to obtain data as to his damages.

Upon reassembling, the Board proceeded to measure the fence which Mr. Flunley alleges was destroyed, the amount of wire and the number of posts necessary to replace the fence, both on the leased and unleased land, taking Mr. Flunley's word for the places where this fence had been, and estimates that \$186.25 would restore this fence, both for labor and material. The Board then proceeded through the timber, counting the stumps, the average diameter and the heights of the trees which had been cut, and estimated that not to exceed 160 cords of wood could have been obtained from the trees claimed to have been cut by the Government. Under the terms of the lease, claimant is entitled to reimbursement for this wood in the amount of \$80.00.

The Board examined the camp site estimated at 15 acres, on claimant's land, on which was scattered numerous piles of debris, and on which troops had left incinerators and refrigerator cases. From the best evidence obtainable, the Local Board estimated that to remove this debris and restore the land, it would cost claimant \$35.00; that on account of the trampling of men and stock it would be necessary to plow this land heavily to restore it; that it should be given two extra plowings, for which an estimate was made at \$3.00 per acre, or a total of \$90.00 for two extra plowings; and that this, plus the \$35.00 for removal of debris, would necessitate the expenditure by claimant of \$125.00 to restore this camp site.

Examination of claimant's land outside of the leased area, showed that numerous artillery wagons had been driven across his field, and that additional roads had been made upon his fields for reasons which could not be ascertained, but the Board found these roads still in evidence. To restore this land, the Board recommended reimbursement to claimant for one extra plowing at an estimated cost of \$3.00 per acre, or to restore this field a total of \$105.00, and to repair the road that previously existed, the Board recommended an allotment of \$7.50.

The proceedings of this Board show that they went into the Flunley claim with great care, and as a result of their examination of claimant's land and the appurtenances thereto, the Local Board concluded that the claim was excessive, and that proper and correct valuations on damages had not been placed, nor had claimant established his claim for damages to fruit trees, nor as to the amount of lumber which had been destroyed or removed. The Board therefore recommended that claimant be awarded the following itemized amounts for damages:

- \$125.00.....for damage to the leased ground,
- 105.00.....for damage to the ground outside the reservation,
- 7.50.....for damage by reason of the road outside of the reservation,
- 147.00.....for damage to fences on reservation,

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39.25.....for damage to fences outside of the reservation,
25.00.....for timber destroyed on the reservation,
25.00.....for timber destroyed on land outside of the
reservation.

\$176.75

but the Board further recommended that this amount should not be paid to Wade H. Plimley, the claimant, unless he executed a release to the Government for any and further responsibility or damages to his land, within the reservation and without the reservation, by reason of Government occupancy, and for any and all acts of the Government thereon. This, Mr. Plimley refused to do.

Segregating the items that referred to damages found to have been sustained to ground and appurtenances off of the leased area, it is found that these aggregate \$176.75. The claim by Wade H. Plimley for damages on the leased area are considered under File No. 90 L/O.

In view of the above facts, I recommend that an award issue in favor of Wade H. Plimley in the amount of \$176.75, in full and complete satisfaction of any and all claims on account of damages alleged by him to have been suffered to his land and appurtenances thereto not included within the area leased by him to the United States.

WAR DEPARTMENT BOARD OF APPRAISERS,

187-ab

By

W. S. VALENTINE,
Colonel, Cavalry.

Adopted October 30, 1919.

WAR DEPARTMENT BOARD OF APPRAISERS,

By: J. L. KNOWLTON,
Colonel, Coast Artillery Corps,
Chairman.

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File No. 1493 B/E
Wade E. Flumley, Campobello, S. C.

APPROVED:

November , 1919.

BENEDICT CROWELL,
The Assistant Secretary of War.

WAR DEPARTMENT BOARD OF APPRAISERS
MUNITIONS BLDG., 19TH AND B STREETS
WASHINGTON, D. C.

File
21656

REPLYING
TO FILE NO.

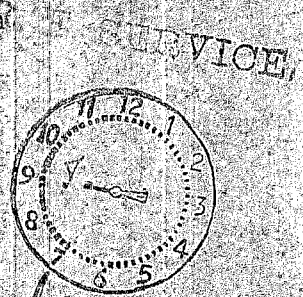
September 22, 1919.

From: War Department Board of Appraisers,
To: Real Estate Service.
Subject: Releases on probable claims at Camp Wadsworth.

1. Transmitted herewith are papers in two cases at Camp Wadsworth, S. C. Attention is called to the fact that these were possible claims against the United States Government, against which releases have been secured to hold the Government harmless. No claim was filed and no Award was recommended.

2. The names of these quasi-claimants, of which the attached are the records, are as follows:

- 1. Wade Plumley
- 2. Loyce Barton



WAR DEPARTMENT BOARD OF APPRAISERS,

By *Edward H. Walton*
EDWARD H. WALTON,
Recorder.

RANGE REPORT No. 100.

ONE HUNDRED SIXTH PARTIAL REPORT

of

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

PERTAINING TO

RIFLE & ARTILLERY RANGE

CAMP WADSWORTH, S. C.

FINAL REPORT

In The Matter Of

CLAIM

of

WADE PLUMLEY,
CAMPOBELLO, S. C.

LEASE No. 3 ----- Board Record No. 94.

TWO HUNDRED FIFTY ACRES
GLASSY MOUNTAIN TOWNSHIP
GREENVILLE COUNTY, SOUTH CAROLINA.

SALE PRICE \$ Not for sale AMOUNT OF CLAIM \$ 25.00
AGREED ADJUSTMENT \$ WAIVER.

PROCEEDINGS OF BOARD OF OFFICERS APPOINTED BY PARAGRAPH 9, S.O. No. 22, HEADQUARTERS, CAMP WADSWORTH, S.C., DATED JANUARY 22nd, 1919, AS AMENDED BY PARAGRAPH 13, S.O.No. 23 HEADQUARTERS, CAMP WADSWORTH, S.C., DATED MARCH 24th, 1919,

and

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

June 9th, 1919.

The Board met on the Wade & Morris Plumley place, Glassy Mountain Township, Greenville County, S.C., and proceeded to consider the claim of Wade Plumley, one of the owners of the land leased to the Government as a part of the Rifle & Artillery Range.

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 Board found that this land was leased to the Chamber of Commerce under Lease No. 3, and was the authority for the Blanket Lease between the Chamber of Commerce and the United States Government under date of November 27th, 1917, which lease expired June 30th, 1918, which was renewed by its terms for an additional period expiring June 30th, 1919, and which lease has been duly cancelled by Major Geo. H. Gangloff, Judge Advocate at Camp Wadsworth, S. C., notice of said cancellation being given this Board under date of March 15th, 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 of Camp Wadsworth, S.C., under date of December 31st, 1918.

This tract of land was originally leased by Wade & Morris Plumley jointly and consisted of 515 acres. Since the execution of the lease and during the period of occupancy by the Government Wade & Morris Plumley have divided their interest in this tract of land and therefore the interest of each is considered separately by this Board. Under the agreement between Wade & Morris Plumley, Wade Plumley was to have the lower 250 acres.

The Board made a personal inspection of that part of the property held under lease from Wade & Morris Plumley, which was the division given to Wade H. Plumley and after a careful investigation found no damage upon the said place except a broken door in the house and about thirty window lights which were broken out and a small amount of lumber taken from the loft in the barn, amounting in all to about \$25.00.

The Board then proceeded to Wade H. Plumley's house but at that time no agreement could be reached with Mr. Wade H. Plumley.

The Board then proceeded to other business.

Elza C. Johnson

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

Fred L. Ackerson

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

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

UTILITIES BUILDING

CAMP WADSWORTH, S.C.

June 12th 1919.

The Board met to further consider the claim of Wade H. Plumley in relation to the Wade & Morris Plumley place.

PRESENT:

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

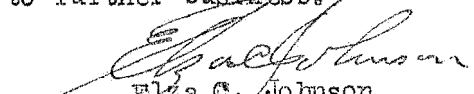
Mr. Wade H. Plumley was present and agreed to waive any and all damages on the said place by reason of Government occupancy.


The Board therefore attaches hereto report on the form signed by Wade H. Plumley, said form having been furnished by the War Department under date of April 2nd, 1919, and also attaches hereto waiver of damages on Form B duly signed and acknowledged by Wade H. Plumley.

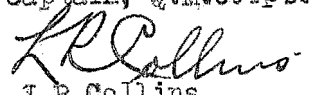
The Board agrees that this is a complete and final adjustment with Wade H. Plumley upon his share of the 515 acres of land.

The Board attaches hereto a copy of the lease, marked Exhibit A. No formal claim was filed.

The Board then proceeded to further business.


Elza C. Johnson,
Major, Infantry, USA


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


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

State of South Carolina,

County of Greenville, ss:

This lease made as of the 27th day of November, 1917, by and between Wade H. Plumley & Morris Plumley of Glassy 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 a land of the lessor situate in Glassy Mountain Township, Greenville County, South Carolina, containing approximately 515 acres and adjoining lands of F. R. Pitman on the north D. M. Lockhart Estate on the east, W. Plumley & R. C. Evans on the south, and J. H. Gosnell and W. J. Howard 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 Campobello, Route 2., South Carolina.

holding and paying rent at the rate of Four hundred dollars (\$400 00/100) per annum, payable as follows: Thirty eight 40/100 dollars (38 40/100) for the period ending December 31, 1917, payable at any time prior thereto, and on hundred dollars (\$100 00/100) quarterly thereafter in advance on the 1st days of January, April, July and October, respectively, such payments to be made by check, voucher or currency, in person or by mail directed to the lessor at his address above mentioned.

In the event that the lessee should damage or destroy crops now on the said lands or that he should not permit the lessor to enter upon said land and harvest same, payment for such damage, destruction or loss shall be made at a price to be agreed upon, and in the event of failure to agree, the price shall be fixed by three arbitrators, one selected by the lessor, one by the lessee, and the two so selected to select the third.

The lessee shall have the right to remove or destroy the buildings and improvements now on the said premises, but in the event of said removal or destruction or damage thereto by the lessee, the lessor is to be paid therefor an amount to be agreed upon and in case of failure to agree to be fixed by arbitration in the manner provided with respect to crop damage.

All buildings and other improvements fixed to or erected or placed in or upon the said premises by the lessee shall be and remain the exclusive property of the lessee; Provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the lessee within ninety days after the said premises are vacated under this lease.

The lessee shall have the right to cut or destroy any wood on said land. For all wood so cut or destroyed the lessor is to be paid on the basis of fifty cents (50c) per cord on the stump, except dead wood, which the lessee may cut, use or destroy without charge.

It is understood that said land is to be used for artillery, infantry, field firing, manoeuvring, camping and other military purposes, and the lessee shall have the right to do all things necessary to or consistent with the carrying out of any military purposes, as shall be determined by the said lessee, its assigns or sublessees.

In consideration of the covenants and agreements herein contained, the lessor gives to the lessee the option to purchase said land at the price of \$4,759.00.

The lessor shall pay all taxes, assessments, and imposition 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 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.

Exhibit A--1

... of ...
... of the ...
... of the ...
... of the ...
... of the ...

(2)

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.

Witnesses:

As (Frank J. Felbel) Wads H. & Morris Plumlay (L.S.)
to () Party of the first part (lessor)
Lessor (William F. Philips)

As (Frank J. Felbel) Paul V. Moore (L.S.)
to () As Manager Spartanburg Chamber of Commerce,
Lessee (William F. Philips) 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 21st 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, Wade H. & Morris Plumley, sign, seal and as their 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
Elza C. Johnson
Elza C. Johnson,
Major, Infantry Unassigned.

... of the National Archives ...
... of the National Archives ...
... of the National Archives ...

(3)

AMENDMENT TO LEASE

Lease between Wade H. Plumley & Morris 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 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 preventing 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.

Witnesses:

As to Lessor (Don C. Bartholomew)
(Aug. B. Sbarboro)
As to Lessee (Frank J. Felble)
(Don C. Bartholomew)

Morris Plumley
Wadew H. Plumley (L.S.)
Party of the first part (lessor)
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. Felble, 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. Felble

(SEAL)

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

State of South Carolina,
~~State of South Carolina~~
County of Spartanburg

Personally comes Don C. Bartholomew who, being duly sworn, says that he saw Wade H. Plumley & Morris Plumley sign, seal and as their act and deed, deliver the above written instrument, and that he, with August B. Sbarboro witnessed the execution thereof.

Don C. Bartholomew

Sworn to and subscribed before me this 5th day of January, 1918.

(SEAL)

John D. Hudson (L.S.)
Notary Public for South Carolina.

A TRUE COPY:
Elza C. Johnson
Major, Infantry Unassigned.

Exhibit A---3

of the National Archives
is as follows:
of Commerce dated October 25, 1918 is hereby amended
lease between Wade H. Hensley & Morris Plumbly and Earl A. Moore as witness

IN WITNESS WHEREOF

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 *Wade H. Hensley & Morris Plumbly*
of said State and County was deemed necessary by the military authorities of
Camp *Wadsworth, S.C.* and

WHEREAS, such military authorities now desire to surrender the
use and occupation of said land and appurtenances, and

WHEREAS, said land or appurtenances thereto have been damaged
by such entry and occupation, it is now desired by this agreement to effect
a full and final relinquishment under said lease, dated *Nov 27, 1917*
and a full and final settlement for all damages to said land and appurtenances
thereto, which may have been sustained by entry and occupation under said
lease or which may be sustained incident to removal therefrom by said military
authorities.

Now therefore in consideration of the surrender of the premises
and the mutual agreement of the parties at interest hereto to pay and accept
in full and final payment, the sum hereinafter set forth, it is solemnly agreed
that the total damage of any kind and all kinds to the land or appurtenances
hereto, of whatsoever nature incident to the entry occupation or removal
wherefrom is *10* Dollars (\$ *10*),
which sum has been fixed and agreed upon, after due examination, investigation
and agreement by all the signatories hereto and evidenced by the signatures
hereto as their binding agreement, the owner of the land expressly agreeing
that the payment of said sum to him shall be settlement in full for any and
all claims, of whatsoever nature damages or otherwise, arising out of the
entry, occupation or removal from said land and appurtenances.

WITNESS our hands and our seals this *13th* day of *June*
1919.

Wade H. Hensley *Earl A. Moore*
Owner of land Member of Board, Plaintiff.

Fred Dickerson *L.R. Collins*
Member of Board Member of Board, Recorder,
12th 2 m 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, *Wade H. Plumley*, a resident of *Greenville* County, State of *South Carolina*, state that I am the owner in fee simple of the following described land, to-wit: (Must be identical with description in Lease) *Wade & Morris Plumley* containing approximately 515 acres and adjoining lands of E. R. Pitman on the north D. M. Lockhart Estate on the east, W. L. Plumley & R. C. Evans on the south, and J. H. Gosnell and W. J. Howard on the west.

That said land has been under lease by the Government (Lease No. *3*) 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 *250* acres to the United States Government for the sum of *Not for sale* Dollars (\$) if said option is accepted prior to December 31, 1919, reserving the right to remove any crops that may be growing on said lands prior to that date.

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

Wade H. Plumley

SUBSCRIBED AND SWORN TO BEFORE ME AND IN MY PRESENCE BY THE SAID *Wade H. Plumley* THIS *12* DAY OF *June* 1919.

W. J. Gandy
NOTARY PUBLIC IN AND FOR *Greenville* COUNTY
My commission expires

3-1-16 SD

Nara CP

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F 601.1 Camp Wadsworth SC Plumley, Wade