

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

25234

IN REPLYING
REFER TO FILE NO. 1005 R/E.

November 4, 1919.

From: War Department Board of Appraisers.
To: Director of Real Estate Service.
Subject: Claim of Enoch Lawrence.

1. Attached hereto is copy of a report representing the action of the War Department Board of Appraisers and duplicate original release submitted at Camp Wadsworth, S. C., in the matter of the claim of Enoch Lawrence, R.F.D. #3, Inman, S. C. The release agrees to absolve and hold the United States harmless from further claim.

WAR DEPARTMENT BOARD OF APPRAISERS,
EDWARD H. WALTON, Recorder.

S. Alden Swisher
By S. ALDEN SWISHER,
Assistant to the Recorder.

Incls.

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

EHA/pf

1005 R/E.

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

File No. 1005 R/E.
Case under G.O. 39, W.D., 1919.

October 25, 1919.

In the matter of Knuch Lawrence,)
R.F.D. 43, Inman, S. C.) REPORT.

This is a matter of a 13 acre tract of land, the property of Knuch Lawrence, and leased by him to the Chamber of Commerce, Spartanburg, S. C., and by the said Chamber of Commerce leased under blanket lease to the United States, for the purpose of an artillery and small arms target range, which land is more particularly described as being in Glassey Mountain Township, Greenville County, S. C., and adjoining the lands of length 500 ft. on Hill Road on the North, lesser 500 ft. on Nolston Creek Road on the East, lesser 500 ft. new cut road on the South, and W. W. and A. J. Bishop on the West.

This matter was considered by a Board of Officers convened pursuant to paragraph 5, Special Orders No. 22, Headquarters, Camp Wadsworth, S. C., dated January 22nd, 1919.

The Local Board found that, while Mr. Lawrence had filed a claim with it for \$55.40 for trapping, \$15.00 for timber and \$15.75 for crops, he had filed a similar claim on February 11th, 1919, but later, when his lease was cancelled, he had made a proposition to the Government for cancellation which included the damages set out in his claim, and that his lease was cancelled accordingly, and that the amount claimed by him had been fully paid when the lease was cancelled; that he had no additional damages. The Local Board therefore found no unpaid claims against the Government by reason of the occupancy of this land, and Mr. Lawrence signed a waiver for any and all claims for damages by reason of the acts of the Government, releasing the Government from further responsibility for said land from May 29, 1919.

In view of the above facts, I recommend that the action of the Local Board be concurred in, and that no award issue

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WAR DEPARTMENT BOARD OF APPRAISERS

File No. 1005 R/E.

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October 25, 1919.

in favor of Enoch Lawrence, by reason of the occupancy of his
land near Camp Wadsworth, S. C., by the Government.

W. S. VALENTINI,
Colonel, Cavalry,
Member.

Adopted 1919.

WAR DEPARTMENT BOARD OF APPRAISERS,

By J. L. KROWLON,
Colonel, Coast Artillery Corps,
Chairman.

WASHINGTON, D. C.
MUNITIONS BLDG. 10TH & B STS.
WAR DEPARTMENT 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 *Emich Lawrence* 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 *None* Dollars (\$*0*), 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 *29th* day of *May* 1919.

Emich Lawrence
Owner of land.

Paul Johnson
Member of Board, President.

Fred Dickerson
Member of Board

L. R. Collins
Member of Board, Recorder.
1st + 2nd me

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