

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

25248


IN REPLYING  
REFER TO FILE NO. 1004 R/E.

November 4, 1919.

From: War Department Board of Appraisers.  
To: Director of Real Estate Service.  
Subject: Claim of Henry A. Wingo.

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 Henry A. Wingo, R.F.D. #3, Spartanburg, 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.



By S. AIDEN SWISHER,  
Assistant to the Recorder.

Incls.

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

EHA/pf

1004 E/D.

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Assistant to the Recorder.

Incls.

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

File No. 1004 R/H.

October 26, 1919.

Case under E.O. 39, W.D. 1913.

In the matter of Henry A. Wingo, )  
H.F.D. #3, Spartanburg, S. C. ) R E P O R T.

This is a case of an 3 acre tract of land leased by Henry Wingo to the Chamber of Commerce, Spartanburg, S. C., and leased under blanket lease by the said Chamber of Commerce to the United States, which land is more particularly described as being in Reach Springs Township, Spartanburg County, S. C., and on the east side of the Blackstock road, extending in an easterly and southerly direction to terrace next to cotton field, and in northerly direction including 2 acres of pine wood, being part of a 236 acre tract of lessor.

This matter was considered by a Board of Officers convened pursuant to paragraph 9, Special Orders No. 22, Camp Madsworth, S. C., dated January 22nd, 1919.

This Board interviewed Mr. Wingo, and as a result of said examination, ascertained that his land had been leased as a bivouac camp for troops going to and from the target range at Camp Madsworth, that he had filed a claim for \$25.00 damage to ground and \$5.00 damage to timber, but that when his lease was cancelled, he made proposition to the Government for cancellation which included damages set out above, and that his lease was cancelled accordingly, and the amount was paid him in full; that he had no additional damages. The local board found no unpaid claims against the Government by reason of the occupancy of the Wingo land by troops.

Mr. Wingo signed a waiver of all claims for damages by reason of acts of the Government and its employees, and released the Government from any further responsibility for his land.

In view of the above facts, I recommend that the action of the local board be concurred in, and that no award issue to Mr.

WASHINGTON, D. C.  
MUNITIONS BLDG., 10TH & B STS.  
WAR DEPARTMENT BOARD OF APPEALERS

File No. 1004 R/A.

-2-

October 21, 1919.

Henry Kings, on account of the occupancy of his land by the Government.

WV/twf.

W. S. VALENTINE,  
Colonel, Cavalry,  
Member.

ADOPTED

1919.

WAR DEPARTMENT BOARD OF APPEALERS,

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



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 *Henry A. Wingo* 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 . . . . . *71.00* . . . . . Dollars (\$ *71.00* ), 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 *29th* day of *May* 1919.

*Henry A. Wingo*  
Owner of Land. Member of Board, President.

*Fred Dickerson*  
Member of Board

*L. P. Collins*  
Member of Board, Recorder.  
*127 L + 2 m c*

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Wings (Clair)