

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

EHA/pf

425 L/C.

November 5, 1919.

From: War Department Board of Appraisers.

To: Director of Real Estate Service.

Subject: Claim of O. M. Moore.

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 O. M. Moore, Duncan, 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. ALDEN SWISHER,
Assistant to the Recorder.

Incls.

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

File No. 425 L/C.
Case under G.O. 39, W. D. 1919.

October 25, 1919.

In the matter of O. M. Moore,
of Duncan, S. C.

)
) REPORT.

This is a case of a certain tract of land of 622.8 acres, leased to the Chamber of Commerce, Spartanburg, S. C., by O. M. Moore, and by the said Chamber of Commerce leased to the United States under blanket lease, for the purpose of an artillery and small arms target range, which land is more particularly described as being in Glassy Mountain Township, Greenville County, S. C., and adjoining the lands of Gosnell, Lindsay and James Bowers on the North; Howard on the East; Lindsay, J. A. Carter, J. H. Roe, Barton and Border State Lumber Company on the South; and Carrie P. McKelvin on the West.

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

Although no claim for damages respecting this tract was filed, the Board nevertheless made a personal examination of the land, and as a result of said examination, and from evidence taken from several people living in the vicinity, the Board found that no damages had been incurred on said land by reason of Government occupancy.

Mr. Moore informed the Board that he was unable to go over the land himself, and was willing to sign a waiver in case the Board concluded that no damage had occurred. The Board therefore found that no damage had occurred on the land of O. M. Moore, and in this conclusion of the Board, Mr. Moore acquiesced by signing a waiver of any and all claims for damage, by reason of acts of the Government and its employees on his land, releasing the Government from any further responsibility for said land from the date of the waiver; that is, May 29, 1919.

In view of the above facts, I recommend that the action of the Local Board be concurred in, and that no damages be awarded to O. M. Moore of Duncan, S. C., on account of the occupancy of

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

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October 25, 1919.
his land by the Government.

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

Adopted 1919.

WAR DEPARTMENT BOARD OF APPRAISERS,

By J. L. KNOWLTON,
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 *O. M. Moore* 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 (\$ *—*), 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.

1919. WITNESS our hands and our seals this *29th* day of *May*

O. M. Moore *Fred Johnson*
Owner of land. Member of Board, President.

Fred Johnson
Member of Board

L. L. Collins
Member of Board, Recorder.
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