

Heirs-at-law of M.B.Enloe and
Heirs-at-law of Polk Enloe.

North Carolina,
Swain County.

I, V.A.Browning, Clerk of the Superior Court of Swain County, North Carolina, do hereby certify that the foregoing is a true and perfect copy of the final judgment and decree in the above entitled Special Proceeding brought by the State of North Carolina, against T.I. Hughes et al, respondents, as the same appears on file and as recorded in Judgment Docket No.12, at page 126 in this office.

Witness my hand this 20th day of November, 1931.

V.A.Browning C.S.C.

Filed for registration at 2:00 P.M. November 20, 1931 and registered in the office of the Register of Deeds for Swain County, North Carolina, in Book 60 at page 127.

Frank Hyatt
Register of Deeds.

NORTH CAROLINA,
SWAIN COUNTY

IN THE SUPERIOR COURT
September-October Special
Term 1931.

STATE OF NORTH CAROLINA

-vs-

Judgment

J.G.Stikeleather, Nancy Wesver
Stikeleather, P.H.Branch, & wife
Florence R.Branch, W.M.Smathers
& wife, Lillian F.Smathers, J.G.
Adams & wife, Helen B. Adams, B.S.
Colburn & wife, Elizabeth G.Colburn,
W.P.Herbert & wife, Frances C.Herbert,
N.N.Beadles & wife, Mary Stikeleather
Beadles, J.B.Breeman & wife, Sarah Breeman,
Alvin S.Carter, Agent for J.B.Breeman &
wife, Joseph Kartus & wife, Molly Kartus,
The North State Corporation, Biltmore
Oteen Bank, Trustee, W.A.Rexford, and
all other persons heirs at law of C.H.
Rexford, deceased, Siler Meadows Mining
& Lumber Company, A.J.Franklin & wife,
Sallie Franklin, W.W.Jenkins & wife,
Palestine Jenkins, W.J.Jenkins,& wife,
Lonie Jenkins, James J.Shuler & wife,
Mary Shuler, heirs at law of J.D. & A.J.
Patterson, deceased, and others.

This cause coming on to be heard before His Honor, Cameron F.MacRae, Judge, and a jury at the September*October Special Term, 1931, of Swain County Superior Court upon the following issues, to-wit:

1. Were the respondents, A.J.Franklin and wife, Sallie Franklin W.W.Jenkins and wife, Palestine Jenkins, W.J.Jenkins and wife, Lonie Kenkins, James J.Shuler and wife, Mary Shuler at the date of the institution of the condemnation proceeding in this action, the owners of the land lying between the figures 6A, 7, 8, 9, 10, as laid down on the map of S.B.Smiley, Surveyor, under the order of the Court?
2. At the date of the institution of the condemnation proceeding in this action, were the respondents, A.J.Franklin and wife, Sallie Franklin, W.W.Jenkins and wife, Palestine Jenkins, W.J.Jenkins and wife, Lonie Jenkins, James J.Shuler and wife, Mary Shuler, the owners of so much of State Grant No. 164 as is embraced in the lines indicated by figures 1, 2, 3, 4, 5, 6, and 6A lying to the North of the line in red, 1 - 6A?

3. What was the value of the land per acre at the date of the institution of the condemnation proceeding?

4. At the date of the institution of the condemnation proceeding, was the respondent, Siler Meadows Mining and Lumber Company the owner of the land embraced in State Grant No.1738, indicated upon the Smiley map as embraced by the red lines, 1, 2, 3, 4?

And it appearing to the court that the jury answered the first issue "No," the second issue "Yes", the third issue "\$20 per acre" and the fourth issue "Yes",

Upon the coming in of the virdict the petitioner moved to set aside the same as to the second and third issues as being contrary ~~as~~ to the weight of the evidence, which motion was allowed by the court.

It is thereupon considered, ordered, and adjudged by the court in accordance to the answer to the first and fourth issues, First: That the respondents, A.J.Franklin and wife, Sallie Franklin, W.W.Jenkins and wife, Palestine Jenkins, W.J.Jenkins and wife, Lonie Jenkins, and James J. Shuler and wife, Mary Shuler, were not the owners of any of the lands lying between the figures 6A, 7, 8, 9, 10 as laid down on the map of S.B.Smiley, surveyor, which map is hereto attached and made a part of this judgment. Second: It is further considered, ordered and adjudged that at the date of the institution of said condemnation proceeding the respondent, Siler Meadows Mining and Lumber Company ~~was~~ the owners in fee simple of all the lands embraced in State Grant No.1738 indicated on the court map as embraced within the red lines 1, 2, 3, & 4, and said respondent is adjudged to be the owner in fee of all that part of State Grant No. 164 included within the lines of said Grant No. 1738.

And it further appearing to the court that a decree has heretofore been rendered in this proceeding condemning for national park purposes the lands described in this judgment and that the purpose of this action is to determine the ownership of said lands at the date of the institution of said proceeding in order that the funds arising from said condemnation may be paid to the true owners of said lands, and

It further appearing to the court that prior to said condemnation proceeding, the State of North Carolina has entered into a contract with Siler Meadows Mining and Lumber Company to pay to it the price of \$6.50 per acre for all lands in the park area to which it held title and that under said agreement there has been paid into the office of the Clerk of the Superior Court of Swain County the purchase price of said lands in accordance to the acreage determined by the surveyors of the park commission.

It is thereupon further ordered and adjudged that the respondent, Siler Meadows Mining and Lumber Company be, and it is hereby adjudged to be entitled to payment for all of said lands embraced within the lines of Grant No.1738 covered by its said contract and that the Clerk of the Superior Court of Swain County is hereby authorized and directed to pay over to the said Siler Meadows Mining and Lumber Company all funds now on deposit in his hands for the use and benefit of said respondent under the terms of said contract.

It is further ordered, adjudged and decreed by the court that this judgment shall in no wise have the effect of modifying, changing or vacating any of the terms and provisions of the decree of condemnation heretofore rendered in this action.

It is further ~~adjudged that the~~ petitioners pay all cost.

Cameron F. MacRae
Judge Presiding.

North Carolina,
Swain County.

I, V.A.Browning, Clerk of the Superior Court of Swain County, North Carolina, do hereby certify that the foregoing is a true and perfect copy of the final judgment and decree

in the above entitled Special Proceeding brought by the State of North Carolina, against J.G. Stikeleather et als, respondents as the same appears on file and as recorded in Judgment Docket No. 12 at page 129 in this office.

Witness my hand and seal of office on this the 20th day of November, 1931.

V.A. Browning
Clerk Superior Court.

Filed for registration at 2:00 o'clock P.M. November 20, 1931 and registered in the office of the Register of Deeds for Swain County, North Carolina, in Book 60 at page 128.

Francis Hyatt
Register of Deeds.

THIS AGREEMENT, made and entered into this 27 day of March 1931 by and between R. C. Green of Alarka, N. C. party of the first part, and the Alarka Lumber Co., a corporation created and existing under the laws of the State of North Carolina, party of the second part.

For the consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, and other valuable considerations hereinafter mentioned, the party of the first part agrees to lease to the party of the second part, its successors or assigns, all the mineral rights owned by the party of the first part located on the watershed of Alarka Creek in Swain County, North Carolina, together with the right to move any mineral, or equipment necessary for the working or moving the same, through or across any land on which the mineral rights are covered by this agreement, for the period of one year from date. If, at the expiration of this lease year, the party of the second part, its successors or assigns, have found that no mineral of any value exists on land where rights are owned by the party of the first part, or are not operating to develop same, this lease shall expire. If, however, the second party is operating and removing mineral from or doing development work upon the land of the first party, this lease shall remain in force as long as the second party, its successors or assigns, continues operations. If, however, at the end of the first lease year, the second party is not operating as above set forth, it may keep its lease in force by paying to the first party the sum of Fifty Dollars (\$50.00) for the second lease year, with an additional Twenty Five Dollars (\$25.00) per year for each succeeding year thereafter (i.e., Fifty Dollars for the second lease year,

Seventy Five Dollars for the third lease year, One Hundred Dollars for the fourth lease year, etc.,) the above yearly lease payments to be made one half at the beginning of the lease year and one half at the middle of the lease year. When, however, the second party begins operating and removing mineral from said lands, the above mentioned yearly lease payments shall cease so long as operations continue on said lands, and the total sum of yearly lease payments made by the second party to the first party as above described, shall be deducted from the first party's share of the net profit derived from the sale of mineral as below set forth.

The party of the second part agrees to pay to the party of the first part, its successors or assigns, as rental or royalty, fifteen percent (15%) of the net profit derived from the sale of minerals covered by this lease, payment to be made as mineral is sold.

L. M. Brooks
WITNESS

L. M. Brooks
WITNESS

M. C. Close
WITNESS

R. C. Green

Florence Green

Alarka Lumber Co.
By Arthur Brooks, Pres.

STATE OF NORTH CAROLINA

SWAIN COUNTY

Acknowledged before me this 26th day of May 1931.

My Commission expires June 4th, 1931.

M. C. Close
Notary Public.